

# RAJKOT MUNICIPAL CORPORATION

e - Tender No.RMC/PWD/CZ/21-22/0



## Bid Documents For

Demolition of existing Health Centre and Construction of new RCH Centre at Vijay Plot Street No.12 in Ward No.7  
(Re – Tender)



Milestone Dates for e-tendering is as under	
1. Downloading of e-Tender documents	17-06-2021 To 02-07-2021 upto 18.00 Hrs.
2. Pre-bid meeting in the office of the Addl. City Engineer at Central Zone Office	22-06-2021 at 1700 Hours
3. Online submission of e - Tender	02-07-2020 upto 18.00 Hrs.
4. Submission of EMD, Tender fee and other required documents as per Financial, Experience etc. by Regd.A.D./ Speed Post only.	03-07-2021 and 07-07-2021 up to 18.00 Hrs.
5. Opening of online Primary Bid	07-07-2021 at 18.00 Hours onwards
6. Verification of submitted documents	08-07-2021 at 10.30 Hours onwards
7. Agency to remain present in person along with original documents for verification	09-07-2021 between 16.00 to 17.00 Hours
8. Opening of online Price Bid	12-07-2020 at 17.00 Hours onwards (If Possible)
9. Bid Validity	120 Days

JUNE-2021

ADDL. CITY ENGINEER  
RAJKOT MUNICIPAL CORPORATION  
DR.AMBEDKAR BHAVAN,  
CENTRA; ZONE, DHEBARBHAI ROAD,  
RAJKOT- 360 001 (GUJARAT)

# Rajkot Municipal Corporation



## e-TENDER FOR

Demolition of existing Health Centre and Construction of new RCH Centre at Vijay Plot Street No.12 in Ward No.7 (Re – Tender)

PART – I	
Section-1	Invitation to Bid, Instructions to Bidders
PART – II	
Section-2	Technical Specifications
PART – III	
Section-3	Price Schedule – B

Name of contractor:

Rs. \_\_\_\_\_

Receipt No. \_\_\_\_\_

Date: \_\_\_\_\_



**Rajkot Municipal Corporation**  
Construction Branch

TERMS AND CONDITIONS OF TENDER

I/We agree to carry out the below work at \_\_\_\_\_% (In figures) \_\_\_\_\_  
(In words) above/ below the estimated cost.

Name of work :- Demolition of existing Health Centre and  
Construction of new RCH Centre at Vijay Plot  
Street No.12 in Ward No.7 (Re – Tender)

Approved estimated cost :- Rs.1,22,48,000/-

Earnest Money :- Rs.1,22,480/-

Security Deposit :- 2.5% cash  
2.5% from R.A.Bill

Name of contractor :- \_\_\_\_\_

Address :- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: :- \_\_\_\_\_

Witness :- \_\_\_\_\_

Address :- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation :- \_\_\_\_\_

Sign of Tenderer

Rates approved on behalf of Rajkot Municipal Corporation

Date:

Sign of Sanctioning authority

**Rajkot Municipal Corporation**

**:: e-Tender Notice ::**

Rajkot Municipal Corporation, Construction Branch, Dr.Ambedkar Bhavan, Central Zone, Dhebarbhai Road, Rajkot-360001, invites E-tenders with two bid system by e-tendering from the contractors registered in State Government / Central Government in appropriate class for the following work as detailed below:

Sr No	Name of work	a) Estimated cost b) Earnest Money c) e-Tender fee d) Time limit for completion of work
1	Demolition of existing Health Centre and Construction of new RCH Centre at Vijay Plot Street No.12 in Ward No.7 (Re – Tender)	a) Rs.1,22,48,000/- b) Rs.1,22,480/- c) Rs.4,500/- d) 9 Months

Milestone Dates for e-tendering is as under	
1. Downloading of e-Tender documents	17-06-2021 To 02-07-2021 upto 18.00 Hrs.
2. Pre-bid meeting in the office of the Addl. City Engineer at Central Zone Office	22-06-2021 at 1700 Hours
3. Online submission of e - Tender	02-07-2020 upto 18.00 Hrs.
4. Submission of EMD, Tender fee and other required documents as per Financial, Experience etc. by Regd.A.D./ Speed Post only.	03-07-2021 and 07-07-2021 up to 18.00 Hrs.
5. Opening of online Primary Bid	07-07-2021 at 18.00 Hours onwards
6. Verification of submitted documents	08-07-2021 at 10.30 Hours onwards
7. Agency to remain present in person along with original documents for verification	09-07-2021 between 16.00 to 17.00 Hours
8. Opening of online Price Bid	12-07-2020 at 17.00 Hours onwards (If Possible)
9. Bid Validity	120 Days

- All bidders must submit Bid Security (EMD) either directly deposited in Account No.015305010638 (Rajkot Municipal Corporation) IFSC Code ICIC0000153 or submit at the below mentioned address in form of Demand Draft in favour of "Rajkot Municipal Corporation", Rajkot, from any Nationalized Bank or Scheduled Bank (except Co-operative Bank) in India. The receipt of professional tax paid for current year, address proof, tender appendix details and ID proof shall have to be submitted along with physical submission of required documents shall have to be done at the below mentioned address:

Addl. City Engineer  
Rajkot Municipal Corporation,  
Dr.Ambedkar Bhavan, Central Zone,  
Bandhkam Branch, 2nd Floor,  
Dhebarbhai Road,  
RAJKOT - 360 001.

- The Tender Fee will be accepted in form of Demand Draft only in favor of "Rajkot Municipal Corporation" Rajkot, from any Nationalized Bank or Scheduled Bank (except Co-operative Bank) in India and must be delivered to above address.
- The prequalification requirement is as under:
  - Financial Criteria:
    - An average annual turnover of last seven years should not be less than 50% of the tender amount.
    - Working capital should not be less than 25% of the estimated amount.

3. Solvency should not be less than Rs.25.00 lacs
4. Class of Registration : Class-'C' & Above.  
Note: Enhancement factor at 10% per year for last seven years will be applicable to arrive average annual turnover and finalize the magnitude of work done in last seven years.

Sr. No.	Year	Enhance Factor
1	Year of inviting tender (eg. 2021-22)	1.00
2	-1 (2020-21)	1.10
3	-2 (2019-20)	1.21
4	-3 (2018-19)	1.33
5	-4 (2017-18)	1.46
6	-5 (2016-17)	1.61
7	-6 (2015-16)	1.77
8	-7 (2014-15)	1.95

ii) Experience Criteria:

The bidder should possess following minimum experience:

1. Bidder should have completed at least one work of similar nature 40% or two works of 30% of tender amount of either Government or Semi-Government as a main contractor in period of last seven years.
  2. Bidder should have enough machinery and experienced personnel to supervise the work.
4. The contractor shall have to quote their rates including GST and other taxes and the Invoice with break-up of GST is to be submitted accordingly, failing which, such amount will be deducted from the bill of the agency and deposited accordingly.
- The contractor shall have to purchase the material required for this tender work, only from the supplier having registered GST Number. RMC will not be responsible to pay any amount towards GST if the material is purchased from the unregistered supplier / not having GST Number.
5. The bidder(s) submitting the tender shall also have to submit the copy of ESIC & EPF Registration document along with the other documents, duly self attested, failing which, the tender of such bidder(s) will be considered as non-responsive and their online price bid will not be opened.
  6. After opening of Technical Bid, the procedure for the pre-qualification shall be adopted and the Price Bid of only successful qualified bidder shall be opened for final evaluation of the contract. The decision of Municipal Commissioner regarding the pre-qualification shall be final and binding to all the bidders.
  7. The Tender of those bidder(s) those who fails to submit the required documents for verification within the stipulated date and time, will be treated as non responsive and their Price Bid will not be opened. The physical submission of required documents received after the prescribed date and time will be out rightly rejected.
  8. Conditional Tenders will be out rightly rejected.
  9. Rajkot Municipal Corporation, Rajkot, reserves the right to accept / reject any or all e-Tender(s) without assigning any reasons thereof.

Commissioner  
Rajkot Municipal Corporation

Check List for submission of Documents	
Tender Fee submitted as per Tender	Yes / No
Tender Earnest Money Deposit submitted as per Tender	Yes / No
Registration documents submitted as per tender requirement	Yes / No
Financial Details:	
Turnover details submitted as per requirement	Yes / No
Working Capital as per requirement of tender is submitted	Yes / No
Valid Bank Solvency submitted	Yes / No
Validity of Bank Solvency	Date:
Experience Details:	
Details of Technical Staff and details of machineries submitted	Yes / No
Address proof submitted	Yes / No
Identity proof submitted	Yes / No
Fresh Declaration on Non-Judicial Stamp Paper regarding not black listed or Terminated or Debarred, is submitted	Yes / No
Professional Tax Receipt of current year	Yes / No

Note: Over and above, the agency shall also have to submit all other necessary documents as may be required for pre-qualification, failing which, the agency will be treated as Non-responsive and will be DISQUALIFIED and also the online price bid of such agency will not be opened.

Signature of contractor with seal

Note: The Declaration submitted earlier to this office will not be considered as such a fresh Declaration shall have to be done as on the milestone dates of this tender document

(On Non-Judicial stamp paper of Rs.300/-)

### **DECLARATION**

I/We hereby declared that I/We am/are not partner(s) blacklisted or terminated or debarred or connected with firm blacklisted or terminated or debarred in any States, CPWD / MES / Railways or any Government, Semi- Government or Private body.

At present I/We am/are registered as approved contractor (s), firms in \_\_\_\_\_ State, CPWD / MES / Railways.

We, the partners / owners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities ever and above the business of this firm and make good the above financial loss sustained by the Rajkot Municipal Corporation as a result of our abandoning the works entrusted to us.

**Date:**

**Seal and Signature of the Bidder**

**APPLICABILITY OF PROVIDENT FUND AND MISCELLANEOUS  
PROVISIONS ACT 1952**

Successful bidder i.e. the agency whose tender is accepted by the RMC shall have to comply the necessary formalities under the employees provident fund and Miscellaneous Provisions Act, 1952 as Contributory Provident Fund Scheme is applicable to labourers engaged in construction activity and shall have to submit proofs regarding deduction of provident fund and other dues and depositing the same with government department under the act and the scheme regularly on monthly basis failing which no running / final bill payment will be made by the RMC to the contractor in any circumstances.

**A certificate to the above effect has to be given by the contractor as under.**

**Declaration  
Of  
Depositing Provident Fund contribution**

This to certify that we have deducted the employees' P.F. and deposited the same along with employer's contribution towards provident fund on labour charges / wages paid by us to the labourers engaged for the work of \_\_\_\_\_ with

Provident

Fund Authority under our Provident Fund Code No. \_\_\_\_\_

We produce herewith the copies of the challans for the provident fund deduction and contribution deposited as mentioned above.

**Date:**

**Seal and Signature of the Bidder**

### BIDDER'S FINANCIAL CAPACITY

Sr. No.	Financial Year	Annual Turnover in Engineering Project Rs.	Net worth Rs.	Net Cash Rs.	Working Capital Rs.
1	2020-2021				
2	2019-2020				
3	2018-2019				
4	2017-2018				
5	2016-2017				
6	2015-2016				
7	2014-2015				

**Note:-**

- 1) *Figures to be taken from audited balance sheets. Duly certified attested true copy*
- 2) *Copies of the balance sheet to be attached..*
- 3) *The bidder shall have to provide that for a period of at least 6 Months the bidder has ability to sustain negative cash balance and how he proposes to meet with the same.*
- 4) *Cash Plan / Cash flow Statement.*

### **AVAILABLE BID CAPACITY**

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Value of works executed in Rs. Crores.							

The available bid capacity will be worked out as follows.

**Available bid capacity = (A x**

**N x 2) – B, where**

**A** = Maximum of updated total amount of work executed in any one year of the last five financial years.

**B** = The amount of the existing commitments and ongoing works to be discharge during time interval of N years from the bid due date.

**N** = Number of years prescribed for completion of the proposed works

### **METHOD STATEMENT AND WORK PLAN**

The Bidder shall have to provide a brief write up to be enclosed with the “Technical Bids” covering his approach and methodology to handle the project construction activities including his details work plan. The brief shall include the following aspects.

<b>Sr. No.</b>	<b>Components</b>	
1.	Methodology	
2.	Construction equipment availability and plan of deployment.	
3.	PERT / Construction chart / Bar chart.	

# **INSTRUCTIONS TO BIDDERS**

## Rajkot Municipal Corporation

### :: INSTRUCTIONS TO TENDERER ::

#### IT 1. GENERAL

The contract documents may be secured in accordance with the Notice Inviting e-TENDER for the work called. The work shall include supply of materials necessary for construction of the work.

#### IT 2. INVITATION TO E - TENDER

The Rajkot Municipal Corporation hereinafter referred as the Corporation will receive e-Tenders for the work as per the specifications and schedule of prices in the e-Tender document. The e-Tenders shall be opened online as specified in the e-Tender notice in the presence of interested Tenderers or their representatives. The Corporation reserves the right to reject the lowest or any other or all e-Tenders or part of it which in the opinion of the Corporation does not appear to be in its best interest, and the Tenderer shall have no cause of action or claim against the Corporation or its officers, employees, successors or assignees for rejection of his e-Tender.

#### IT 3. LANGUAGE OF e - Tender

e-TENDERS shall be submitted in English, and all information in the e-Tender shall also be in English, Information in any other language shall be accompanied by its translation in English. Failure to comply with this may make the e-Tender liable to rejection.

#### IT 4. QUALIFICATIONS OF TENDERERS

- A. The Tenderers shall abide by the laws of the Union of India and of Gujarat State and legal jurisdiction of the place where the works are located.
- B. The Tenderer shall furnish a written statement of financial and technical parameters with details and documents along with his e-Tender which contains namely as below:
  - i. The Tenderer's experience in the fields relevant to this contract.
  - ii. The Tenderer's financial capacity/resources and standing over at least 3 (Three) years.
  - iii. The Tenderer's present commitments (Jobs on hand).
  - iv. The Tenderer's capability and qualifications of himself and his regular staff etc.
  - v. Plants and Machinery available with the Tenderer for the work Tendered.

#### IT 5. e - Tender DOCUMENTS

The e-Tender documents and drawings shall comprehensively be referred to as e-Tender document. The several sections form in the document are the essential parts of the contract and a requirement occurring in one shall be as binding as though occurring in all, they are to be taken as mutually, explanatory and describe and provide for complete works.

#### IT 6. EXAMINATION BY TENDERERS

- A. At this own expense and prior to submitting his e-Tender, each Tenderer shall (a) examine the Contract Documents, (b) visit the site and determine local conditions which may affect the work including the prevailing wages and other pertinent cost factors, (c) familiarize, himself with all central, state and local laws, ordinance, rules regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the e-Tender Documents, site & subsoil investigation.

- B. The e-Tender is invited on percentage rate basis The works shall have to be completed in all respect as stated in the e-Tender document to the satisfaction of the Corporation.
- C. The following comprises in Contract Documents at a price of Rs.4,500/- e - Tender Document:
  - 1. Notice inviting Tenders.
  - 2. Information to the Tenderer.
  - 4. Instructions to the Tenderer.
  - 5. Technical specifications
- D. Copy of the e-Tender Document should be completed, checked in a responsible manner, digitally signed, and submitted. Security Bond shall be submitted in person up to the stipulate date, which shall be as per tender condition.

The e-Tender is required to be filled with necessary details in all the pages in which entries are required to be made by the Tenderer are contained in the e - Tender documents and the Tenderer shall not take out or add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda issued pursuant to Clause IT. 17 hereof.

#### IT 7. EARNEST MONEY DEPOSIT:

- A. Each Tenderer must submit a receipt of deposit as Tender guarantee towards Earnest money amounting to Rs.1,22,480/- only in the form of crossed Demand Draft in favor of "Rajkot Municipal Corporation", from any Scheduled bank (except Co-operative Bank) in India acceptable to owner payable at Rajkot.
- B. The Earnest Money Deposit will be refunded to the unsuccessful Tenderers after an award has been finalized.
- C. The Earnest Money Deposit (Tender Guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the "Performance Guarantee Bonds to the Owner as stipulated in this e-Tender documents within ten days. (10) days after receipt of notice of award of contract.
- D. The Earnest Money Deposit of the successful Tenderer shall be returned after the performance guarantee bond, as required, is furnished by the contractor.
- E. Within 10 (ten) days from the date of issue of the letter accepting his tender, the successful Bidder shall furnish the required Security Deposit for performance and plus additional security if any for unbalanced bids in accordance with the condition of the contract and attend the office of the Engineer In-charge for execution o the contract documents. If he fails to furnish the Security Deposit for performance or to execute the contract for the work offered to him, his EMD shall be forfeited and the Bidder may be Black Listed / Debarred from tendering for further works for three years.
- F. No interest shall be paid by the owner on any e-Tender guarantee.

#### IT 8. INCOME TAX CLEARANCE CERTIFICATE : (NOT APPLICABLE) :

#### IT 9. PREPARATION OF e-TENDER DOCUMENTS

Tenderers are required to note the following while preparing the e-TENDER Documents:

- A. e-TENDER shall be submitted on the e-TENDER form bound here in English. All statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated.
- B. All entries or prices and arithmetic shall be checked before submission of the e - TENDERS. If there is discrepancy between the rates quoted in figures and in words, the rates expressed in words shall be considered as binding.

- C. Each e-Tender shall be accompanied by the prescribed e-Tender security bond and other required documents and drawings. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signature.
- D. Variation to the contract Documents requested by the Tenderer may be affixed and duly signed and stamped. Such variations may be approved or refused by the Corporation is not obliged to give reason for his decisions.

#### IT 10. SUBMISSION OF e-TENDER DOCUMENTS

Tenderers are requested to submit the e-TENDER Documents on following lines.

- A. Volume containing following documents :
  - I. Earnest Money Deposit.
  - II. Certificates as registered contractor in appropriate class with Government of Gujarat or appropriate authority.
  - III. Tenderer 's financial capability statement including last three years Income tax returns, balance sheet, duly signed by registered chartered account.
  - IV. Tenderer's experience in the field relevant to this contract.
  - V. A list of the equipment the Tenderer possesses and that which he proposed to acquire and use for the purpose related to the work.

The time limit for receipt of e-Tender shall strictly apply in all cases. The Tenderers should therefore ensure that their e-Tender is received by the competent authority The Rajkot Municipal Corporation at before expiry of the time limit. No delay on account of any cause for receipt of e-Tender shall be entertained.

The e-Tender must contain the name address of residence and place of business of the person or persons submitting the e-Tender and must be digitally signed.

e-TENDERS by partnership firm must be furnished with the full names and addresses of all partners and be signed by one of the members of the partnership or by a legally authorized representative holding power of attorney followed by signature and designation of the person of person signing.

e-TENDERS by corporations/companies must be signed with the legal name of the Corporation/Companies by the president/or by the secretary or other person or persons legally authorized to bind the Corporation/Company in the matter.

#### IT 11 TENDER VALIDITY PERIOD

The validity period of the e-Tender submitted for this work shall be of One twenty (120) calendar days from the date of opening of the online price bid and that the Tenderer shall not be allowed to withdraw or modify the e-Tender offer on his own during the validity period. The Tenderer will not be allowed to withdrawn the e-Tender or make any modifications or additions in the terms and conditions on his own e-Tender. If this is done then the owner shall, without prejudice to any other right or remedy, be at liberty to reject the e-Tender and forfeit the earnest money deposit in full.

#### IT 12 GENERAL PERFORMANCE DATA

Tenderers shall present all the information which sought for in the e-Tender document in form of various schedules if given. e-TENDERS may not be considered if left blank or the schedules are not properly filled in.

#### IT 13 SIGNING OF e-TENDER DOCUMENTS

If the Tender is made by an individual it shall be signed with his full name above his current address. If the Tender is made by a proprietary firm, it shall be signed

by the proprietor above his name and the name of his firm with his current address.

If the e-Tender is made by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current address, or by a partner holding the power of attorney for the firm, in which case a certified copy of the power of attorney shall accompany the e-TENDER. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the e-Tender.

If the e-Tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney, shall accompany the e-Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

If the e-TENDER is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firms in the group and state along with the bid as to which of the firms shall have the responsibility for e-Tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the authority to such firms on behalf of the group of firms for e-Tendering and for completion of contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the e-Tender shall be furnished along with the e-Tender.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures. All the signatures in the e-Tender document shall be dated.

#### IT 14 WITHDRAWAL OF TENDERS

If, during the tender validity period, the Tenderer withdraws his Tender, Tender security (Earnest Money) shall be forfeited and Tenderer will be debarred for next three years to quote in R.M.C.

#### IT 15 INTERPRETATIONS OF e-TENDER DOCUMENTS

Tenderers shall carefully examine the e-TENDER Document and fully inform themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. If a Tenderer finds discrepancies, or omission from the specifications or other documents or should be in doubt as to their meaning, he should at once address query to the Addl. City Engineer, R.M.C. The result of interpretation of the e-TENDER will be issued to all Tenderers as addendum.

#### IT 16 ERRORS AND DISCREPANCIES IN e-TENDERS

In case of conflict between the figures and words in the rates the rate expressed in words shall prevail and apply in such cases.

#### IT 17 MODIFICATION OF DOCUMENTS

Modification of specifications and extension of the closing date of the e-Tender, if required will be made by an addendum. Each addendum will be made available online to all Tenderers. These shall form a part of e-Tender. The Tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addendum.

#### ADDENDA

Addenda form part of the Contract Documents, and full consideration shall be given to all Addenda in the preparation of e-Tender. Tenderers shall verify the number of Addenda issued, if any and acknowledge the receipt of all Addenda in the e-TENDER Failure to so acknowledge may cause the e-Tender to be rejected.

- A. The Owner may issue Addenda to advise Tenderers of changed requirements. Such addenda may modify previously issued Addenda.
- B. No addendum may be issued after the time stated in the notice inviting e - Tenders.

#### IT 18. TAX AND DUTIES ON MATERIALS

All charge on account of excise duties, Central / State, sales tax, work contract tax and other duties etc. on materials obtained for the works from any source shall be borne by the contractors. No (P) or 'C' or 'D' form shall be supplied.

#### IT 19 EVALUATION OF E - TENDERS

While comparing e-Tenders, the Rajkot Municipal Corporation shall consider factors like price offer is workable with the market price, efficiency and reliability of construction method proposed, compliance with the specifications, relative quality, work done in past with Rajkot Municipal Corporation or other Government Organizations, litigation issues etc. Evaluation criteria specifically mentioned in the specification will also be taken into consideration in the evaluation of e-Tenders.

#### IT 20 TIME REQUIRED FOR COMPLETION

The completion period mentioned in the Tender Notice is to be reckoned from the date of notice to proceed. Total completion period is as described in Tender Notice, from the date of issue of notice to proceed and contractor should adhere to this completion time.

#### IT 21 POLICY FOR TENDER UNDER CONSIDERATION

TENDER shall be termed to be under consideration from the opening of the e - Tender until such time any official announcement or award is made.

While e-Tenders are under consideration, Tenderers and their representative or other interested parties are advised to refrain from contacting by any means any corporations personnel or representatives on matters related to the e-Tenders under study. The Corporation's representatives if necessary will obtain clarification on e-Tenders by requesting such information from any or all the Tenderers, either in writing or through personal contact, as may be necessary. The Tenderer will not be permitted to change the substance of his e-Tender after e-Tenders have been opened. This includes any post Tender price revision. Non-compliance with his provision shall make the Tender liable for rejection.

#### IT 22 PRICES AND PAYMENTS

The Tenderer must understand clearly that the prices quoted are for the total works or the part of the total works quoted for and include all costs due to materials, labour, equipment, supervision, other services, royalties, taxes etc. and to include all extra to cover the cost. No claim for additional payment beyond the prices quoted will be entertained and the Tenderer will not be entitled subsequently to make any claim on any ground.

#### IT 23 PAYMENT TERMS

The terms of payment are defined in the General Conditions of Contract and Technical specifications. The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their e-Tenders.

#### IT 24 AWARD

Award of the contract or the rejection or e-TENDERS will be made during the Tender validity period. A separate Schedule-B (Price Schedule) is given. The

contractors are requested to quote their price offer in % below or above on the given price in the schedule-B of Price Schedule only.

- A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated and shall furnish the Bond as required herein. The contract Agreement shall be executed, in form stipulated by the Owner.
- B. If the Tenderer receiving the Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bond as required herein. The Owner may annul his award and declare the e-Tender security forfeited and will take action as deemed fit.
- C. A corporation, partnership firm or other consortium acting as the Tenderer and receiving the award shall furnish evidence of its existence and evidence that the officer signing the contract agreement and Bonds for the corporation, partnership firm or other consortium acting as the Tenderer is duly authorized to do so.

#### IT 25 SIGNING OF CONTRACT

The successful Tenderer shall be required to execute the contract agreement within 10 days of receipt of intimation to execute the contract, failing which the Corporation will be entitled annul to the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person as detailed in Article IT. 13 (signing of e-Tender documents).

#### IT 26 DISQUALIFICATION

A e-Tender shall be disqualified and will not be taken for consideration if,

- (a) The Tender fee and Tender Earnest Money Deposit is not deposited in full and in the manner as specified as per Article IT. 7 i.e. Earnest Money Deposit.
  - (b) The e-Tender is in a language other than English or does not contain its English Translation in case of other language adopted for e-Tender preparation.
  - (c) The e-Tender documents are not signed by an authorized person (as per Article IT. 13 i.e. signing of e-Tender documents).
  - (d) The general performance data for qualification is not submitted fully (as per Article IT 12 i.e. General performance Data).
  - (e) Tenderer does not agree to payment terms defined as per Article IT. 23 i.e. payment terms.
- A. A e-Tender may further be disqualified if,
- (a) Price variation is proposed by the Tenderer on any principle other than those provided in the e-TENDER Documents.
  - (b) Completion schedule offered is not consistent with the completion schedule defined and specified in e-Tender document.
  - (c) The validity of e-Tender bond is less than that mentioned in Article IT. 11 i.e. e - Tender validity period.
  - (d) Any of the page or pages of e-Tender is/are removed or replaced.
  - (e) Any conditional tender.

#### IT 27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

As a contract security the Tenderer to whom the award is made shall furnish a performance guarantee (Security deposit) for the amount of 5% of the contract price to guarantee the faithful performance, completion and maintenance of the works of the contract in accordance with all conditions and terms specified herein and to the satisfaction of the Engineer-in-charge and ensuring the discharge of all obligations arising from the execution of contract in the forms mentioned below:

- a. By a Demand Draft on the Rajkot Branch of any Nationalized Bank or Scheduled Bank except co-operative bank duly endorsed in favour of the "RAJKOT MUNICIPAL CORPORATION", Rajkot.
- b. A Fixed Deposit Receipt of any Nationalized Bank or Schedule Bank duly endorsed in favour of the "RAJKOT MUNICIPAL CORPORATION", Rajkot.

The performance guarantee shall be delivered to the Corporation within ten (10) days of the notice of award and at least three (3) days before the contract agreement is signed unless otherwise specified by the Engineer-in-charge. Alternatively, the contractor may at his option deposit an amount of 2.5% of the value of the contract price within ten days and the balance 2.5% to be recovered in installments through deduction @ the rate of 10% from the running account bills.

On due performance and completion of the contract in all respects, THE PERFORMANCE GUARANTEE WILL BE RETURNED TO THE CONTRACTOR WITHOUT ANY INTEREST AFTER THE DEFECT LIABILITY PERIOD IS OVER.

#### IT 28 STAMP DUTY

The successful Tenderer shall have to enter into an agreement on a Non-Judicial stamp paper of amount as per Stamp Duty Act in the form of the agreement approved by the Corporation. The cost of stamp paper and adhesive stamp shall be borne by the contractor.

#### IT 29 BRAND NAMES

Specific reference in the specifications to any material by manufacturer's name, or catalogue shall be constructed as establishing a standard or quality and performance and not as limiting competition and the Tenderer in such cases, may at his option freely use only other product, provided that it ensures an equal of higher quality than the standard mentioned and meets Corporation approval.

#### IT 30 NON TRANSFERABLE

e-TENDER documents are not transferable.

#### IT 31 COST OF e-Tendering

The owner will not defray expense incurred by Tenderers in e - Tendering.

#### IT 32 EFFECT OF e-Tender

The e-Tender for the work shall remain for a period of 120 calendar days from the date of opening of the e-Tenders for this work and that the Tenderer shall not be allowed to withdraw or modify the offer in his own during the period. If any Tenderer withdraws or makes any modification or additions in the terms and conditions of his own e-Tender, then the Corporation shall, without prejudice to any other right or remedy, be at liberty to reject the e-Tender and forfeit the earnest money in full.

#### IT 33 CHANGE IN QUANTITY

The Corporation reserves the right to waive any information in any e-Tender and to reject one or all e-Tenders without assigning any reasons for such rejection and also to vary the quantities of items or group as specified in the scheduled of prices as may be necessary.

#### IT 34 NEW EQUIPMENT AND MATERIAL

All materials, equipment and spare parts thereof shall be new, unused and originally coming from manufacturer's plant to the Corporation. The rebuilt or overhauled equipment/materials will not be allowed to be used on works.

**IT 35 RIGHTS RESERVED**

The owner reserves the right to reject any or all e-Tenders, to waive any informality or irregularity in any e-Tender without assigning any reason. The owner further reserves the right to withhold issuance of the notice to proceed, even after execution of the contract agreement. No payment will be made to the successful Tenderer on account of such withholding. The owner is not obliged to give reasons for any such action.

**IT 36 ADDITIONAL RIGHTS RESERVED**

The Commissioner, Rajkot Municipal Corporation, reserves right to reduce the scope of work & split the e-Tender on two or more parts without assigning any reason even after the awards of contract.

**IT 37 MOBILIZATION ADVANCE**

No mobilization advance or advance on machinery will be given.

**IT 38 CONDITIONAL e-Tenders**

The scope of work is clearly mentioned in the e-Tender documents. The contractor shall have to carry out the work in accordance with the details specifications. No condition will be accepted. The conditional e-Tender will liable to be rejected.

**IT 39 1% CESS & REGISTRATION:**

For the welfare of labour working under construction Industry, the agency shall have to take the registration with competent authority as per Circular No.CWA/2004/841/M-3 dated 30-01-2006 of Government of Gujarat. Rajkot Municipal Corporation will deduct 1% Cess of the value of work and will deposit the same in Government.

**IT 40 PROFESSIONAL TAX**

The bidder shall have to pay the Professional Tax for current financial year imposed by Government of Gujarat, and also the bidder shall have to produce Enrollment Certificate for the same.

IT-41 The contractor shall have to avail P F Code as per the prevailing Circular of Government for the employees on work. The process for preparation of bill will be taken up only after submission of the Challan for the amount of P.F. deposited every month for the employees on work, which will binding to the contractor. The required documents shall have to be submitted every month by the contractor to the competent authority.

Addl.A.E.  
R.M.C.

Dy.Ex.Engineer  
R.M.C.

Addl. City Engineer  
R.M.C.

Signature of Contractor.

**:: GENERAL CONDITIONS OF CONTRACT ::**

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## GC-01 DEFINITIONS AND INTERPRETATIONS :

- 1.0 In the contract (as hereinafter defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following means as signed to them.
- 1.1 The "Owner / Corporation" shall mean Rajkot Municipal Corporation and shall include its Municipal Commissioner or other Officers authorized by the Corporation and also include owner's successors and assignees.
- 1.2 The "Contractor" shall mean the person or the persons, firm or Company whose e-Tender has been accepted by the Owner and includes the Contractor's legal representative, his successors and permitted assigned.'
- 1.3 DELETED
- 1.4 The "Engineer-In-Charge" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorized by the Corporation to act for and on its behalf for all functions pertaining to the operation of this contract.
- 1.5 Engineer-In-Charge's Representative shall mean any resident Engineer or Assistant to the Engineer-In-Charge appointed from time to time by the owner to perform duties set forth in the E-TENDER Document whose authority shall be notified in writing to the Contractor by the Engineer-In-Charge.
- 1.6 "E-TENDER" – the offer or proposal of the Tenderer submitted in the prescribed form setting for the prices for the work to be performed, and the details thereof.
- 1.7 "Contract Price" shall mean total money payable to the Contractor under the contract.
- 1.8 "Addenda" shall mean the written or graphic notices issued prior to submission of e-Tender which modify or interpret the contract documents.
- 1.9 "Contract Time" – the time specified for the completion of work.
- 1.10 "Contract" shall mean agreement between the parties for the execution of works including therein all contract documents.
- 1.11 "Contract Document" shall mean collectively the e-Tender documents, designs, drawings, specifications, agreed variations, if any and such other documents constituting the e-Tender and acceptance thereof.
- 1.12 "The Sub-Contractor" shall mean any person, firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-In-Charge and the legal representative successors and permitted assignee of such person, firm or company.
- 1.13 The "Specifications" shall mean all directions, the various Technical Specifications, provisions and requirements attached to the contract which pertains to the method and manner of performing the work, to the

quantities and qualities of the work and the materials to be furnished under the contract for the work and any order(s) or instruction(s) there under. It shall also mean the latest Indian Standard Institute Specification relative to the particular work or part thereof, so far as they are not contrary to the E-TENDER specifications and in absence of any other Country applied in Indian as a matter of standard engineering practice and approved in writing by the Engineer-In-Charge with or without modification.

- 1.14 The "Drawings" shall include maps, plans, tracings, or prints thereof with any modification approved in writing by the Engineer-In-Charge and as such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-In-Charge in connection with the work.
- 1.15 The "Work" shall mean the works to be executed in accordance with the contract or the part thereof as the case may be and shall include extra, additional, altered or substituted works as required for the purpose of the contract. It shall mean the totality of the work by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for or relative or incidental to or in connection with the commencement, performance and completion of any work and / or incorporation in the work.
- 1.16 The "Permanent Work" shall mean works which will be incorporated in and form part of the work to be handed over to the owner by the Contractor on completion of the contract.
- 1.17 The "Temporary Work" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.
- 1.18 "Site" shall mean the land and other places, on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the Corporation for the purpose of the contract together with any other places designated in the contract as forming part of the site.
- 1.19 The "Construction Equipment" shall mean all appliances / equipment of whatever nature required in or for execution, completion or maintenance of works or temporary works (as herein before defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 1.20 "Notice in writing or written Notice" shall mean a notice written, typed or in printed form delivered personally or sent by SMS on Mobile/E-mail/Registered Post to the last known private or business address or Registered Office of the Contractor or Email or SMS on Mobile of the

contractor and shall be deemed to have been received in the ordinary course of post it would have been delivered.

- 1.21 The "Alteration / variation order" shall mean an order given in writing by the Engineer-In-Charge to effect additions or deletions from or alterations in the work.
- 1.22 "Final Test Certificate" shall mean the final test certificate issued by the owner within the provisions of the contract.
- 1.23 The "Completion Certificate" shall mean the certificate to be issued by the Engineer-In-Charge when the work has been completed and tested to his satisfaction.
- 1.24 The "Final Certificate" shall mean the final certificate issued by the Engineer-In-Charge after the period of defects liability is over and the work is finally accepted by the owner.
- 1.25 "Defects Liability Period" shall mean the specified period between the issue of Completion Certificate and the issue of final certificate during which the Contractor is responsible for rectifying all defects that may appear in the works.
- 1.26 "Approved" shall mean approved in writing including subsequent confirmation in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.27 "Letter of Acceptance" shall mean an intimation by a letter to Tenderer that his e-Tender has been accepted in accordance with the provisions contained therein.
- 1.28 "Order" and "Instructions" shall respectively mean any written order or instruction given by the Engineer-In-Charge within the scope of his powers in terms of the contract.
- 1.29 "Running Account Bill" shall mean a bill for the payment of "On Account" money to the Contractor during the progress of work on the basis of work done and the supply of non-perishable materials to be incorporated in the work.
- 1.30 "Security Deposit" shall mean the deposit to be held by the owner as security for the due performance of the contractual obligations.
- 1.31 The "Appointing Authority" for the purpose of Arbitration shall be the Municipal Commissioner, Rajkot Municipal Corporation.
- 1.32. "Retention Money" shall mean the money retained from R.A.Bills for the due completion of the "LET WORKS".
- 1.33 Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

- GC-02      **LOCATION OF SITE AND ACCESSIBILITY :**  
 The work is to be carried out in the City area. Non-availability of access roads shall in no case be the cause to condone delay in the execution of the work and no claim or extra compensation will be paid. The intending bidder should inspect the site and make himself familiar with site conditions.
- GC-03      **SCOPE OF WORK :**  
 The scope of work is defined broadly in the special conditions of contract and specifications. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of the work. All material that go with the work shall be approved by the Engineer-In-Charge prior to procurement and use.
- Power Supply :  
 The Contractor shall make his own arrangement for power supply during installation.
- Land for Contractor's Field Office, Godown Etc.:  
 Owner will not be in a position to provide land required for Contractor's field office, godown, etc. The Contractor shall have to make his own arrangement for the same.
- GC-04      **RULING LANGUAGE :**  
 The language according to which the contract shall be construed and interpreted shall be English. All entries in the contract document and all correspondence between the contractor and the Corporation or the Engineer-In-Charge shall be in English/Gujarati. All dimensions for the materials shall be given in metric units only. A reasonable proportion of the contractor's superintending staff shall have a working knowledge of Gujarati and/or Hindi language or the contractor shall have sufficient competent interpreters available for communications.
- GC-05      **INTERPRETATION OF CONTRACT DOCUMENT :**
1. The provision of the General Conditions of Contract and Special Conditions of Contract shall prevail over those of any other documents of the contract unless specifically provided otherwise, should there be any discrepancy, inconsistency, error or omission in the several documents forming the contract, the matter may be referred to the Engineer-In-Charge for his instructions and decision. The Engineer-In-Charge's decision in such case shall be final and binding to the Contractor.
  2. Works shown upon the drawings but not described in the specifications or described in the specifications without showing on the drawings shall be taken as described in the specifications and shown on the drawings.

3. The headings and the marginal notes to the clause of these General Conditions of Contract or to the specifications or to any other part of e-Tender documents are solely for the purpose of giving a concise indication and not a summary of contents thereof. They shall never be deemed to be part thereof or be used in the interpretation or construction of the contract.
4. Unless otherwise states specifically, in this contract documents the singular shall include the plural and vice-versa wherever the context so requires. Works imparting persons shall include relevant Corporations / Body of individual / firm of partnership.
5. Notwithstanding the sub-division of the documents into separate section and volumes every part of each shall be supplementary to and complementary of every other part and shall be read with and into the context so far as it may be practicable to do so.
6. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the special conditions of contract shall be deemed to over ride the provisions of General Conditions of Contract to the extent of each repugnancy of variance.
7. The materials, design, and workmanship shall satisfy the relevant BIS, and codes referred to. If additional requirements are shown in the specifications, the same shall be satisfied over and above BIS and other codes.
8. If the specifications mention that the Contractor shall perform certain work or provide certain facilities, it shall mean that the Contractor shall do so at his own cost.
9. Contractor to Collect His Own Information -  
The details given in the e-Tender are arranged making necessary investigations for framing an estimate. However, when the work is being executed, changes in soil conditions are likely to be met with in view of the formation of soil, strata in Rajkot District. It is, therefore, desirable that the Contractor makes his own investigations or additional investigations as may be required for correctly assessing the cost of different items of work and submit his e-Tender accordingly. Any change in description or quantity of an item shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to the drawings and specifications at the e-Tendered rates.

He is deemed to have know the scope, nature and magnitude of the work and the requirements of materials and labour involved and as to whatever work he has to complete in accordance with the contract. The Contractor is expected to visit the site and surroundings to satisfy himself as to the nature of all existing structures, if any, and also as to the nature and the conditions of

railways, roads, bridges and culverts, means of transport and communications whether by land, air or water and as to possible interruptions thereto and the access and gross from the site, to have examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the site for disposal of surplus materials, the available accommodation and make such enquiries as may be necessary for executing and completing the work, to have local enquiries as to the sub-soil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters, effecting work. He is expected to be familiar with his liability for payment of Government taxes, customs and excise duty and other charges etc. in contract with the execution of this contract. The contractor shall have to a certificate for this.

- GC-06      **CONTRACTOR TO UNDERSTAND HIMSELF FULLY :**  
 The Contractor by e-Tendering shall be deemed to have satisfied himself, as to all considerations and circumstances affecting the e-Tender price, as to the possibility of executing the works as shown and described in the contract and to have fixed his prices according to his own view on these matters and to have understood that no additional allowances except as otherwise expressly provided, will afterwards be made beyond the contract price. The Contractor shall be responsible for any misunderstanding or incorrect information, however, obtained.
- GC-07      **ERRORS IN SUBMISSIONS :**  
 The Contractor shall be responsible for any errors or omissions in the particulars supplied by him, whether such particulars have been approved by the Engineer-In-Charge or not.
- GC-08      **SUFFICIENCY OF e-TENDER :**  
 The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness of the e-Tender rates which rates shall, except as otherwise provides for, cover all the Contractor's liabilities and obligations set forth or implied in the contract for the proper execution of the work for compliance with requirements of Article GC-19 thereof.
- GC-09      **DISCREPANCIES :**  
 The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small-scale drawings and figured dimensions in preference to scale and special conditions in preference to General Conditions. The special directions or dimensions given in the specifications shall supercede all else. Should any discrepancies however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the work executed under this contract or as extra there upon, the same shall be explained by the Engineer-In-Charge and

his explanation shall be subject to the final decision of the Municipal Corporation in case reference be made to it, be binding upon the Contractor and the Contractor shall execute the work according to such explanation and without addition or to deduction from the contract price and shall also do all such works and things necessary for the proper completion of the works as implied by the drawings and specifications, even though such works and things are not specially shown and described in the said specifications. In cases where no particular specifications are given for any article to be used under the contract, the relevant specifications of the Indian Standard Institution shall apply.

## GC-10

## PERFORMANCE GUARANTEE (SECURITY DEPOSIT) :

1.

A sum of 5% of the accepted value of the e-Tender shall be deposited by the Tenderer (hereinafter called the contractor when e-Tender is accepted) as security deposit with the owner for the faithful performance, completion and maintenance of the works in accordance with the contract documents and to the satisfaction of the Engineer-In-Charge and assuring the payment of all obligations arising from the execution of the contract. This shall be deposited in one of the forms mentioned below :

- a. By a Demand Draft on the Rajkot Branch of any Nationalized Bank or Scheduled Bank except co-operative bank duly endorsed in favour of the "RAJKOT MUNICIPAL CORPORATION", Rajkot.
- b. A Fixed Deposit Receipt of any Nationalized Bank or Schedule Bank duly endorsed in favour of the "RAJKOT MUNICIPAL CORPORATION", Rajkot.
- d. The Contractor may pay 2.5% of the value of works as initial security deposit and the balance 2.5% shall be recovered in installments through deductions at the rate of 10 (ten) percent of the value of each Running Account Bill till the total security execution exceeds the accepted value of e-Tender because of allotment of further work, further recoveries towards security deposit shall be effected at 10% of the R A Bills to make up the five percent security deposit of the revised value of contract. Alternatively, the Contractor may at his option deposit the full amount of 5 percent of security deposit within ten days of receipt by him of the notification accepting the e-Tender in the form as aforesaid. The Performance Guarantee (Security Deposit) will be released to the contractor without any interest after defect liability period is over.

2.

If the Contractor, sub-contractor or their employees shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expense from the Contractor (for which the certificate of the Engineer-In-Charge shall be final).

These expense can be recovered from the security deposit if recovery from other sources is not possible. The amount as reduced in security deposit will be made good by deduction from the next R A Bill of the Contractor.

#### GC-11

##### INSPECTION OF WORK :

1. The Engineer-In-Charge shall have full power and authority to inspect the work at any time wherever in progress either on the site or at the Contractor's or any other manufacturer's workshop or factories wherever situated and the Contractor shall afford to Engineer-In-Charge every facility and assistance to carry out such inspection, Contractor or his authorized representative shall, at all time during the usual working hours and all times when so notified, remain present to receive orders and instructions.

Orders given to Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself. Contractor shall give not less than ten (10) days notice in writing to the Engineer-In-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of the above, the same shall be uncovered at Contractor's expenses for carrying out such inspection or measurement.

2. No material shall be despatched from Contractor's store on site of work before obtaining approval in writing of the Engineer-In-Charge. Contractor shall provide at all times during the progress of work and maintenance period of proper means of access with ladders, gangways, etc. and make necessary arrangement as directed for inspection or measurement of work by Engineer-In-Charge.

#### GC-12

##### DEFECT LIABILITY :

1. Contractor shall guarantee the work for a period of 12 (Twelve) Months from the date of issue of Completion Certificate. Any damage or defect that may arise or that may remain undiscovered at the time of issue of Completion Certificate connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by Contractor at his own expense as desired by Engineer-In-Charge or in default Engineer-In-Charge may cause the same to be made good by other agency and deduct expenses of which the certificate of Engineer-In-Charge shall be final from any sums that may then or any time thereafter become due to Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.
2. From the commencement to completion of work Contractor shall take full responsibility for the care of the work including all temporary works and in case any damages, occur from any cause whatsoever he shall at his own cost, repair and make good the same so that on completion, work shall be in good order and in

conformity, in every respect, with the requirements of contract and as per the instructions of the Engineer-In-Charge.

3. If at any time before the work is taken over, the Engineer-In-Charge -
  - a) Decide that any work done or materials used by the Contractor are defective or not in accordance with the contract or that work or any portion thereof is defective or do not fulfill the requirements of contract (all such materials being herein after called defects in this clause) he shall, as soon as reasonably practicably, give notice to Contractor in writing of the said defect specifying particulars of the same then Contractor shall at his own expense and with all speed make good the defects so specified.
  - b) In case Contractor fails to do so, owner may take, at the cost of the Contractor, such steps as may in all circumstances be responsible to make good such defects. The expenditure so incurred by owner will be recovered from the amount due to Contractor. The decision of Engineer-In-Charge with regard to the amount to be recovered from Contractor will be final and binding on the Contractor.

GC-13 POWER OF ENGINEER-IN-CHARGE TO GIVE FURTHER INSTRUCTIONS :  
 The Engineer-In-Charge shall have the power and authority from time to time and at all times to give further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the works and efficient execution of the works according to the terms of the specifications, and the Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectively as though the same had accompanied or had been mentioned or referred to in the specifications. No work which radically changes the original nature of the contract shall be ordered by the Engineer-In-Charge and in the event of any deviation being ordered, which in the opinion of the Contractor changes the original nature of the contract, he shall nevertheless carry it out and any disagreement as to the nature of the work and the rate to be paid to thereof shall be resolved.

The time of completion of works shall, in the event of any deviations being ordered resulting in additional cost or reduction in cost over the contract sum, be extended or reduced reasonably by the Engineer-In-Charge. The Engineer-In-Charge's decision in the case shall be final and binding.

GC-14 PROGRAMME :  
 The time allowed for execution of works shall be the essence of the contract. The contract period shall commence from the date of notice of intimation to proceed. The Tenderer at the time of submitting his e-Tender shall indicate in the construction schedule his programme of execution of work commencement with the total

time specified. The Contractor shall provide the Engineer-In-Charge a detailed programme of time schedule for execution of the works in accordance with the specifications and the completion date. The entire programme to be finalized by the Contractor, has to conform to the execution period mentioned along with the Bill of Quantities in the e-Tender documents. The Engineer-In-Charge upon scrutiny of such submitted programme by Contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

GC-15 SUB-LETTING OF WORK :

No part of the contract nor any share of interest thereon shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or Corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the owner.

GC-16 SUB-CONTRACTS FOR TEMPORARY WORKS ETC. : (N.A.)

The owner may give written consent to sub-contractors for execution of any part of the works at the site, being entered upon the contractor provided each individual contract is submitted to the Engineer-In-Charge before being entered into and is approved by him. List of sub-contractors to be supplied.

Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-In-Charge shall have received of any sub-contractors, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of contract in all respects as if such subletting or subcontracting had not taken place and as if such works had been done directly by the Contractor.

GC-17 TIME FOR COMPLETION :

1. The work covered under this contract shall be commenced from the date the Contractor is served with a notice to proceed with the work and shall be completed before the date as mentioned in the time schedule of work. The time is the essence of the contract and unless the same is extended as mentioned in Clause GC-18 "Extension of Time", the Contractor shall pay liquidated damages for the delay.

2. The general time schedule for construction is given in the e-Tender document. Contractor shall prepare a detailed weekly or monthly construction programme in consultation with the Engineer-In-Charge soon after the agreement and the work shall be strictly executed accordingly.

The time for construction includes the time required for testing, rectifications, if any, retesting and completion of the work in all respects to the entire satisfaction of the Engineer-In-Charge.

- GC-18      **EXTENSION OF TIME :**  
Time shall be considered as the essence of the contract. If, however, the failure of the Contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of Corporation in supplying the materials or equipment, it has undertaken to supply under the contract or from delays on the quantity of work to be done under the contract, or force majeure an appropriate extension of time will be given by the Corporation. The Contractor shall request for such extension within one month of the cause of such delay and in any case before expiry of the contract period.
- GC-19      **CONTRACT AGREEMENT :**  
The successful Tenderer shall enter into and execute the contract agreement within 10 (ten) days of the notice of award, in the form shown in e-Tender documents with such modifications as may be necessary in the opinion of the Corporation. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.
- GC-20      **LIQUIDATED DAMAGES :**  
If the Contractor fails to complete the work or designated part thereof within the stipulated completion date for the work or for the part, he shall pay liquidated damages at 0.1 (zero point one) percent of contract value for per day of delay subject to maximum of 10% of the contract value or as decided by Municipal Commissioner.
- The Contractor shall complete one-sixth quantum of work within one fourth period, four-tenth quantum of work within one-half period and eight-tenth quantum of work within three-fourth period, failing which, the Contractor shall be liable to pay liquidated damages an amount as specified above, or as decided by Municipal Commissioner.
- The amount of liquidated damages shall, however, be subjected to a maximum of 10 percent of the contract value. Delay in excess of 100 days shall be a cause for termination of the contract and forfeiture of all security for performance.
- GC-21      **FORFEITURE OF SECUEITY DEPOSIT :**  
Whenever any claim against the Contractor for the payment of a sum of money out of or under the contract arises, the Corporation shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In case the security deposit is insufficient, the balance recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the owner on demand any balance remaining due.

GC-22 ACTION OF FORFEITURE OF SECURITY DEPOSIT :

In any case in which under any Clause or Clauses of the contract, the Contractor shall committed a breach of any of the terms contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest.

- a) To rescind the contract (of which recession notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the owner.
- b) To employ labour and to supply materials to carry out the balance work debiting Contractor with the cost of labour employed and the cost of materials supplied for which a certificate of the Engineer-In-Charge shall be final and conclusive against the Contractor and 10% of costs on above to cover all departmental charges and crediting him with the value of work done at the same rates as if it has been carried out by the Contractor under the terms of his contract. The certificate of Engineer-In-Charge as to the value of the work done shall be final and conclusive against the Contractor.
- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand and give it to another Contractor to complete, the same. in this case the excess expenditure incurred than what would have been paid to the original Contractor, if the whole work had been executed by him, shall be borne and paid by the original Contractor and shall be deducted from any money due to him by the owner under the contract or otherwise and for the excess expenditure, the certificate of the Engineer-In-Charge shall be final and conclusive.

In the event any of the above courses being adopted by the owner, the Contractor shall have no claims for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

In purchase the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-In-Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In the event of the owner putting in force the powers as stated in a, b, c, above vested in him under the proceeding clause, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the works or the site thereof belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates to be certified by the Engineer-In-Charge. The Engineer-In-Charge may give

notice in writing to the Contractor or his representative requiring him to remove such tools, plant, materials or stores from the premises within the time specified in the notice and in the event of the Contractor failing to comply with any such notice, the Engineer-In-Charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and his risks in all respects without any further notice as to the date, time or place of the sale and the certificate of Engineer-In-Charge as to the expense of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the Contractor.

**GC-23      COMPENSATION FOR ALTERATION IN OR RESTRICTION IN WORK**

If at any time from the commencement of the work, the owner shall for any reasons whatsoever not require the whole work or part thereof as specified in the e-Tender to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of full amount of the work not having been carried out. He also shall not have any claim for compensation by reasons of any alterations having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

When the Contractor is a partnership firm, the prior approval in writing of the owner shall be obtained before any change is made in the Constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family or business concern, such approval as aforesaid shall, likewise be obtained before Contractor enters into an agreement with other parties where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the Contractor. In either case, if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted contravention of subletting clause hereof and the same action may be taken and the same consequence shall ensure as provided in the subletting clause.

**GC-24      IN THE EVENT OF DEATH OF THE CONTRACTOR :**

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the owner shall have the option of terminating the contract without compensation to the Contractor.

**GC-25      MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE :**

No official or employee of the owner shall in any way be personally bound or liable for the acts or obligation of the owner under the contract, or answerable for any default or omission in the observance or performance of any acts, matters or things, which are herein, contained.

- GC-26      OWNER NOT BOUND BY PERSONAL REPRESENTATIONS :  
The Contractor shall not be entitled to any increase on the schedule of rates or any other rights or claims whatsoever by reason of representation, promise or guarantees given or alleged to have been given to him by any person.
- GC-27      CONTRACTOR'S OFFICE AT SITE :  
The Contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall remain open at all reasonable hours to receive information, notices or other communications.
- GC-28      CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT :  
1.      The Contractor on award of the work shall name and depute a qualified Engineer having experience of carrying out work of similar nature, whom equipments, materials, if any, shall be issued and instructions for work given. the Contractor shall also provide to the satisfaction of Engineer-In-Charge sufficient and qualified staff, competent sub-agents, foreman and loading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditious working. If, in the opinion of the Engineer-In-Charge additional properly qualified supervision staff is considered necessary, it shall be employed by the Contractor, without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-In-Charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.
2.      If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants, foreman or other employees shall, in the opinion of the Engineer-In-Charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-In-Charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the Contractor if so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed shall not again be re-employed in connection with the works without the written permission of the Engineer-In-Charge. Any person, so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be required to repatriate any person removed from the works he shall do so after approval of Engineer-In-Charge and shall bear all costs in connection therewith.
3.      The Contractor shall be responsible for the proper behavior of all the staff, foreman, workmen and others and shall exercise proper control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and

prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the Contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other ground whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this claim shall be final.

4. If and when required by the owner, the Contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on owner's premises.

GC-29 TERMINATION OF SUB-CONTRACT BY OWNER : (N.A.)

If any sub-contractor engaged upon the works at the site execute any work which in the opinion of Engineer-In-Charge is not accordance with the contract documents, the owner may by written notice to the Contractor request him to terminate such sub-contract and the Contractor upon the receipt of such notice shall terminate such sub-contracts and the latter shall forthwith leave the works, failing which, the owner shall have the right to remove such sub-contractors from the site.

No action taken by the owner under the above clause shall relieve the Contractor of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise.

GC-30 POWER OF ENTRY :

If the Contractor shall not commence the work in the manner previously described in the contract documents or if he shall at any time, in the opinion of Engineer-In-Charge –

Fail to carry out works in conformity with the contract documents,  
or

Fail to carry out the works in accordance with the time schedule, or  
Substantially suspend work or the works for a period of seven days  
without authority from Engineer-In-Charge, or

Fail to carry out and execute the work to the satisfaction of the  
Engineer-In-Charge, or

Fail to supply sufficient or suitable construction plant, temporary  
works, labour, materials or things, or

Commit breach of any other provisions of the contract on his part to  
be performed or observed or persists in any of the above  
mentioned breaches of the contract for seven days after notice in  
writing shall have been given to the Contractor by the Engineer-In-  
Charge requiring such breach to be remedied, or

Abandon the work, or

During the continuance of the contract becomes bankrupt, make  
any arrangement or compromise with his creditors, or permit any  
execution to be levied or go into liquidation whether compulsory or

voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case.

The owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant and stores therein and to revoke the Contractor's license to use the same and to complete the works by his agents, other Contractor or workmen, to relate the same upon any terms to such other person firm or Corporation as the owner in his absolute discretion may think proper to employ, and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stores as aforesaid with making payments or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-In-Charge to be reasonable and without making any payment or allowance to the Contractor for the use of said temporary works, constructional plant and stock or being liable for loss or damage thereto. If the owner shall be reason of his taking possession of the works or of the work being got completed by other Contractor incurred excess expenditure be deducted from any money which may be due for the work done by the Contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the owner by the Contractor and the owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, materials etc., consist constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

GC-31      CONTRACTOR'S RESPONSIBILITY WITH THE OTHER CONTRACTOR AND AGENCIES :

Without repugnance to any other conditions, it shall be the responsibility of the Contractor executing the work, to work in close co-operation and co-ordination with other Contractors or their authorized representatives and the Contractor will put a joint scheme with the concurrence of other contractors or their authorized representatives showing the arrangements for carrying his portion of the work to the Engineer-In-Charge and get the approval. The Engineer-In-Charge before approving the joint scheme will call the parties concerned and modify the scheme if required. No claim will be entertained on account of the above. The Contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or bylaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to works or any temporary works. The Contractor s shall keep the owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinance, laws, rules, regulations etc.

GC-32      OTHER AGENCIES AT SITE :

The Contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other

works, such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained for works being executed in the above circumstances.

- GC-33      **NOTICES :**  
Any notice under this contract may be served on the Contractor or his duly authorized representative at the job site or may be served by Registered Post direct to the official address of the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.
- GC-34      **RIGHTS OF VARIOUS INTERESTS :**  
The owner reserves the right to distribute the work between more than one Contractor. Contractor shall co-operate and afford reasonable opportunity to other Contractor s for access to the works, for the carriage and storage of materials and execution of their works. Whenever the work being done by department of the owner or by other Contractor employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests shall be determined by the Engineer-In-Charge to secure the completion of various portions of the work in general harmony.
- GC-35      **PRICE ADJUSTMENTS :**  
Prices are firm and fix and no adjustment in price shall be allowed and no price escalation will be allowed for the contract period or extended period, if any.
- GC-36      **TERMS OF PAYMENT :**  
The payment of bills shall be made progressively according to the rules and practices followed by the Corporation. The progressive payment unless otherwise provided in the contract agreement or subsequently agreed to by the parties shall be made generally monthly on submission of a bill by the Contractor in prescribed form of an amount according to the value of the work performed less the price of materials supplied by owner aggregate of previous progressive payments and as required by Clause GC-37 (Retention of Money) herein. All such progressive payments shall be regarded as payments by way of advance against final payment. Payment for the work done by the Contractor will be based on the measurement at various stages of the work, in accordance with the condition at clause GC-81 (measurement of work in progress).
- GC-37      **RETENTION MONEY :**  
Pursuance to clause GC-36 (Terms of Payment) any on at money due to the Contractor for work done, Corporation will hold as Retention money five (5) percent of the value of work. The retention money will not normally be due for payment until the completion of the entire work and till such period the work has been finally accepted by the Corporation and a completion certificate

issued by the Corporation in pursuant to Clause-GC 79 (Completion Certificate).

- GC-38      **PAYMENTS DUE FROM THE CONTRACTOR :**  
All costs, damages or expenses, for which under the contract, Contractor is liable to the Corporation, may be deducted by the Corporation from any money due or becoming due to the Contractor under the contract or from any other contract with the Corporation or may be recovered by action at law or otherwise from the Contractor.
- GC-39      **CONTINGENT FEE :**  
i)      The Contractor warrants that he has not employed a person to solicit or secure the contract upon any agreement for a commission, percentage, and brokerage contingent fee. Breach of this warranty shall give the Corporation the right to cancel the contract or to take any drastic measure as the Corporation may deem fit. The warranty does not apply to commissions payable by the Contractor to establish commercial or selling agent for the purpose of securing business.
- ii)      No officer, employer or agent of the Corporation shall be admitted to any share or part of this contract or to any benefit that may rise there from.
- GC-40      **BREACH OF CONTRACT BY CONTRACTOR :**  
If Contractor fails to carry out the work in timely manner as mentioned in GC-20, Rajkot Municipal Corporation may give notice in writing to the Contractor to expedite the progress of work, so that the work can be completed as per time schedule. If Contractor fails to expedite the progress of work within 14 days, Rajkot Municipal Corporation will forfeit the Earnest Money Deposit / Security Deposit and may terminate the contract and put the Contractor in Black List / Debar for the period of three years and the remaining work will be executed through other agency at the risk and cost of the Contractor.
- GC-41      **DEFAULT OF CONTRACTOR :**  
i)      The Corporation may upon written notice of default to the Contractor terminate the contract circumstances detailed as under :
- a)      If in the opinion of the Corporation, the Contractor fails to make completion of works within the time specified in the completion schedule or within the period for which extension has been granted by the Corporation to the Contractor.
- b)      If in the opinion of the Corporation, the Contractor fails to comply with any of the other provisions of this contract.
- ii)      In the event, the Corporation terminates the contract in whole or in part as provided in Article GC-50 (Termination of

the Contract) the Corporation reserves the right to purchase upon such terms and in such manner as it may be deemed appropriate, plant similar to one which is not supplied by the Contractor and the Contractor will be liable to the Corporation for any additional costs for such similar plant and / or for liquidated damages for delay until such time as may be required for the final completion of works.

- iii) If this contract is terminated as provided in this paragraph GC-30 (Power of Entry) (1) the Corporation in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Corporation.

Any completed works

Such partially completed information and contract rights as the Contractor has specifically produced or acquired for the performance of the contract so terminated.

- iv) In the event, the Corporation does not terminate the contract as provided in the paragraph GC-50 (Termination of Contract) the Contractor shall continue performance of the contract, in which case, he shall be liable to the Corporation for liquidated damages for delay until the works are completed and accepted.

GC-42

#### BANKRUPTCY :

If the Contractor shall become bankrupt or insolvent or has a receiving order made against him, or compound with his creditors, or being the Corporation commence to be wound up not being a member voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them, the Corporation shall be at liberty to either (a) terminate the contract forthwith by giving notice in writing to the Contractor or to the receiver or liquidator or to any person or Organization in whom the contract may become vested and to act in the manner provided in Article GC-41 (Default of Contractor) as though the last mentioned notice had been the notice referred to in such article or (b) to give such receiver, liquidator or other persons in whom the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and faithful performance of the contract up to an amount to be agreed. In the event that the Corporation terminates the contract in accordance with this article, the performance bond shall immediately become due and payable on demand to Corporation.

GC-43

#### OWNERSHIP :

Works hand over pursuant to the contract shall become the property of the Corporation from whichever is the earlier of the following times, namely;

- A) When the works are completed pursuant to the contract.

- B) When the contractor has been paid any sum to which he may become entitled in respect thereof pursuant to Clause GC-36 (Terms of Payment).

GC-44 DECLARATION AGAINST WAIVER :

The condemnation by the Corporation of any breach or breaches by the Contractor or an authorized sub-contractor of any of the stipulations and conditions contained in the contract, shall in no way prejudice or affect or be construed as a waiver of the Corporation's rights, powers and remedies under the contract in respect of any breach or breaches.

GC-45 LAWS GOVERNING THE CONTRACT :

This contract shall be construed according to and subject to the laws of India and the State of Gujarat and under the jurisdiction of the Courts of Gujarat at Rajkot.

GC-46 OVER PAYMENT AND UNDER PAYMENT :

Whenever any claim for the payment of a sum to the Corporation arises out of or under this contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation), or from his retention money or he shall pay the claim on demand. The Corporation reserves the right to carry out post payment audit and technical examinations of the final bill including all supporting vouchers, abstracts etc. The Corporation further reserves the right to enforce recovery of any payment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an Arbitrator, appointed under Article GC-49 (Arbitration) of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award. If as a result of such audit and technical examinations any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Corporation from the Contractor as prescribed above. If any under payment is discovered by the Corporation, the amount due to the Contractor under this contract, may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor.

GC-47 SETTLEMENT OF DISPUTES :

Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer-In-Charge subject to a written appeal by the Contractor to the Engineer-In-Charge and those decisions shall be final and binding on the parties hereto. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with this contract

shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in Article GC-48 (Disputes or differences to be referred to) and Article No.GC-49 (Arbitration).

- GC-48      DISPUTES OF DIFFERENCES TO BE REFERRED TO :  
If at any time, any question, disputes or differences of any kind whatsoever shall arise between the Engineer-In-Charge and the contractor upon or in relation to or in connection with this contract either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the Engineer-In-Charge.
- GC-49      DELETED
- GC-50      TERMINATION OF THE CONTRACT :
- i)      If the Contractor finds it impracticable to continue operation owing to force majeure reasons or for any reasons beyond his control and/or the Corporation find it impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.
  - ii)     If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (2) months then either party shall have the right to terminate the contract upon ten (10) days written notice to the other. In the event of such termination of the contract, payment to the Contractor will be made as follows :
    - a)      The Contractor shall be paid for all works approved by the Engineer-In-Charge and for any other legitimate expenses due to him.
    - b)      If the Corporation terminates the contract owing to Force Majeure or due to any cause beyond its control, the Contractor shall additionally be paid for any work done during the said two (2) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (a) above.
    - c)      The Corporation shall also release all bonds and guarantees at its disposal except in cases where the total amount of payment made to the Contractor exceeds the final amount due to him in which case the Contractor shall refund the excess amount within thirty (30) days after the termination and the Corporation thereafter shall release all bonds and guarantees. Should the Contractor fail to refund the amounts received in excess within the said period such

amounts shall be deducted from the bonds or guarantees provided.

- iii) On termination of the contract for any cause the Contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the Corporation with respect to completion safeguarding of storing materials procured for the performance of the contract and the salvage and resale thereof.

GC-51 SPECIAL RISKS :

If during the contract, there shall be an outbreak of war (whether war is declared or not), major epidemic, earthquake or similar occurrence in any part of the world beyond the control of either party to the contract which financially or otherwise materially affects the execution of the contract, the Contractor shall unless and until, the contract is terminated under the provisions of this article use his best endeavors to complete the execution of the contract, provided always that the Corporation shall be entitled at any item after the onset of such special risks, to terminate the contract by giving written notice to the contractor and upon such notice being given this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

The Contractor shall not be liable for payment of compensation for delay or for failure to perform the contract for reasons of Force Majeure such as acts of public enemy, acts of Government, fires, floods, cyclones, epidemics, quarantine restrictions, lockouts, strikes, freight embargoes and provided that the Contractor shall within 10 (ten) days from the beginning of such delay notify the Engineer-In-Charge in writing, of the cause of delay, the Corporation shall verify the facts and grant such extension as the facts justify.

GC-52 CHANGE IN CONSTITUTION :

Where the Contractor is a partnership firm, the prior approval in writing of the owner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of contract.

GC-53 SUB-CONTRACTUAL RELATIONS (N.A.)

All works performed for the contract by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor, which shall contain provision to –

- a) Protect and preserve the rights of the Corporation and the Engineer-In-Charge with respect to the works to be performed under the sub-contracting party will not prejudice such rights.
- b) Require that such work be performed in accordance with the requirements of contract documents.
- c) Require under such contract to which the contractor is a party, the submission to the Contractor of application for payment and claims for additional costs, extension of time, damages for delay or otherwise with respect to the sub-contracted portions of the work in sufficient time, that the Contractor may apply for payment comply in accordance with the contract documents for like claims by the Contractor upon the Corporation.
- d) Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds of such insurance held by the Corporation as trustee and,
- e) Obligate each sub-contractor specifically to consent to the provisions of this Article.

GC-54

## PATENTS AND ROYALTIES :

1. Contractor, if licensed under any patent covering equipment, machinery, materials or composition of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract agrees to pay all royalties and license fees, which may be due with respect thereto. If any equipment, machinery, materials, composition matters, to be used or supplied or methods practiced or employed in the performance of this contract, is covered by a patent under which Contractor is not licensed, then the Contractor before supplying / using the equipment, machinery, materials, compositions, methods of process shall obtain such license and pay such royalties and license fees as may be necessary for performance of this contract. In the event Contractor fails to pay such royalty or to obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the owner as a result of such failure will be defended by the Contractor at his own expenses and the Contractor will pay any damages and costs awarded in such suit. The Contractor shall promptly notify the owner if the Contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the owner of any equipment machinery, materials, process methods to be supplied in hereunder. Contractor agrees to and does hereby grant to owner together with the right to extend the same to any of the subsidiaries of the owner an irrevocable royalty fee license to use in any Country, any invention made by the Contractor or his employees in or as a result of the performance of work under contract.

2. With respect to any sub-contract entered into by Contractor pursuant to the provisions of the relevant clause hereof, the Contractor shall obtain from the sub-contractor an understanding to provide the owner with the same patent protection that contracts is required to provide under the provisions of the clause.
3. The Contractor shall indemnify and save harmless the owner from any loss on account of claims against owner for the contributory infringement of patent rights arising out of and based upon the claim that the use by the Corporation of the process included in the design prepared by the Contractor and used in the operation of the plant infringes on any patent rights.

GC-55

**LIEN :**

If, at any time, there should be evidence of any lien or claim for which owner might have become liable and which is chargeable to the Contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim or if such lien or claim be valid the owner may pay and discharge the same and deduct the amount as paid from any money which may be due or become due and payable to the Contractor. If any lien or claims remaining unsettled after all payments are made, the Contractor shall refund or pay to the owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

GC-56

**EXECUTION OF WORK :**

The whole work shall be carried out in strict conformity with the provisions of the contract document, detailed drawings, specifications and the instructions of the Engineer-In-Charge from time to time. The Contractor shall ensure that the whole work is executed in the most substantial, and proper manner with best workmanship using materials of best quality in strict accordance with the specifications to the entire satisfaction of the Engineer-In-Charge.

GC-57

**WORK IN MONSOON :**

When the work continues in monsoon if required, the Contractor shall maintain minimum labour force required for the work and plan and execute the construction and erection work according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and entire construction period, the Contractor shall keep the site free from water at his own cost. However, monsoon period from 1st July to 30th September will be excluded from time limit.

- GC-58      WORK ON SUNDAYS AND HOLIDAYS :  
No work except curing shall be carried out on Sunday and holidays. However, if the exigencies of the work need continuation of work on Sundays and Holidays, written permission of the Engineer-In-Charge shall be obtained in advance.
- GC-59      GENERAL CONDITIONS FOR CONSTRUCTION WORK :  
Working hours shall be eight every day. The over time work in two shifts could be carried out with the written permission of the Engineer-In-Charge but no compensation shall be paid for the same. The rate quoted shall include this. The Contractor shall plan his work in such a way that his labourers do not remain idle. The owner will not be responsible for idle labour of the Contractor. The Contractor shall submit to the owner progress report every week. The details and proforma of the report will be as per mutual agreement.
- GC-60      DRAWINGS TO BE SUPPLIED BY THE OWNER : (N.A.)  
The drawings attached with the e-Tender documents shall be for general guidance of the Contractor to enable him to visualize the type of work contemplated and scope of work involved. Detail working drawings according to which the work is to be done shall be prepared by the Contractor for executing the work.
- GC-61      DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:  
Where drawings, data are to be furnished by the Contractor they shall be as enumerated in special conditions of contract and shall be furnished within the specified time. Where approval of drawings has been specified it shall be Contractor's responsibility to have these drawings got approved before any work is taken up with regard to the same. Any changes becoming necessary in those drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the Contractor and Engineer-In-Charge.
- Certified true for.....Project Agreement  
No.....
- Signed .....
- Contractor
- Engineer-In-Charge  
Drawings will be approved within three (3 weeks of the receipt of the same by the Engineer-In-Charge.
- GC-62      SETTING OUT WORK :  
The Contractor shall set out the work on the site handed over by the Engineer-In-Charge and shall be responsible for the correctness

of the same. The work shall be carried out to the entire satisfaction of Engineer-In-Charge. The approval thereof or partaking by Engineer-In-Charge or setting out work shall not relieve Contractor of any of his responsibilities. The Contractor shall provide at his own cost all necessary level posts, pegs, bamboos, flags, ranging rods, strings and other materials and labourers required for proper setting out of the work. The Contractor shall provide fix and be responsible for the maintenance of all stakes, templates, level markets, profiles and similar other things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequences for such removal or disturbance. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, and distance marks and centerline marks either existing or face lines and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the center for setting up the theodolite. The work shall not be started unless the setting out is choked and approved by Engineer-In-Charge in writing but such approval shall not relieve the Contractor of his responsibilities about the correctness of setting out. The Contractor shall provide all materials, labour and other facilities necessary for checking at his own cost. Pillars bearing geodetic marks on site shall be protected by the Contractor. On completion of the work, the Contractor shall submit the geodetic documents according to which the work has been carried out.

GC-63 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF THE WORK :

The Contractor shall be entirely and exclusively responsible for the correctness of every part of the work and shall rectify completely any errors therein at his own cost when so instructed by Engineer-In-Charge. If any error has crept in the work due to non-observance of this clause, the Contractor will be responsible for the error and bear the cost of corrective work.

1. Materials to be supplied by the Contractor:  
Contractor shall procure and provide all the material required for the execution and maintenance of work including M S rods; all tools, tackles, construction plant and equipment except, the materials to be supplied by the owner detailed in the contract documents. Owner, shall make recommendations for procurement of materials to the respective authorities if desired by the Contractor but assumes no responsibility of any nature. Owner shall insist for procurement of materials with ISI marks supplied by reputed firms of the DGS & D list.
2. If however, the Engineer-In-Charge feels that the work is likely to be delayed due to Contractor's inability to procure materials, the Engineer-In-Charge shall have the right to procure materials, from the market and the Contractor will

accept these materials at the rates decided by Engineer-In-Charge.

GC-64

**MATERIALS TO BE SUPPLIED BY THE OWNER :**

1. If the contract provided certain materials or stores to be supplied by the owner, such materials and stores transported by the Contractor at his cost from owner's stores or Railway Station. The cost from Contractor for the value of materials supplied by the owner will be recovered from the R.A.Bill on the basis of actual consumption of materials in the work covered and for which R A Bill has been prepared. After completion of the work, the Contractor has to account for the full quantity of materials supplied to him.
2. The value of store materials supplied by owner to the Contractor shall be charged at rates shown in the contract document and in case any other material not listed in the schedule of materials is supplied by the owner, the same shall be charged at cost price including carting and other expenses incurred in procuring the same. All materials so supplied shall remain the property of the owner and shall not be removed from the site on any account. Any material remaining unused at the time of completion of work or termination of contracts shall be returned to owner's store or any other place as directed by the Engineer-In-Charge in perfectly good condition at Contractor's cost. When materials are supplied free of cost for use in work and surplus and unaccounted balance thereof are not returned to the owner, recovery in respect of such balance will be effected at double the applicable issue rate of the material or the market rates whichever is higher.

GC-65

**CONDITIONS OF ISSUE OF MATERIALS BY THE OWNER:**

(N.A.)

The materials specified to be issued by the owner to the Contractor shall be issued by the owner at his store and all expenses for it carting site shall be borne by the Contractor will be issued during working hours and as per rules of owner from time to time.

Contractor shall bear all expenses for storage and safe custody at site of materials issued to him before use in work.

Material shall be issued by the owner in standard / non-standard sizes as obtained from manufacturer.

Contractor shall construct suitable godowns at site for storing the materials to protect the same from damage due to rain, dampness, fire, theft etc.

The Contractor should take the delivery of the materials issued by the owner after satisfying himself that they are in good condition. Once the materials are issued, it will be the responsibility of the

Contractor to keep them in good condition and in safe custody. If the materials get damaged or if they are stolen, it shall be the responsibility of the Contractor to replace them at his cost according to the instructions of the Engineer-In-Charge.

For delay in supply or for non-supply of materials to be supplied by the owner, on account of natural calamities, act of enemies, other difficulties beyond the control of the owner, the owner carries no responsibilities. In no case the Contractor shall be entitled to claim any compensation for loss suffered by him on this account.

None of the materials issued to the contractor, shall be used by the Contractor for manufacturing items which can be obtained from the manufacturer's. The materials issued by the owner shall be used for the work only and no other purpose.

Contractor shall be required to execute indemnity bond in the prescribed form for the safe custody and account of materials issued by the owner.

Contractor shall furnish sufficiently in advance a statement of his requirements of quantities of materials to be supplied by the owner and the time when the same will be required for the work, so as to enable Engineer-In-Charge to make arrangements to procure and supply the materials.

A daily account of materials issued by the owner shall be maintained by the contractor showing receipt, consumption and balance on hand in the form laid down by Engineer-In-Charge with all connected paper and shall be always available for inspection in the site office.

Contractor shall see that only the required quantities of materials are got issued and no more. The Contractor shall be responsible to return the surplus materials at owner's store at his own cost.

GC-66

**MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER :**  
Notwithstanding anything contained to the contrary in any of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of the owner either by issue from owner's stock or purchase made under orders or permits or licenses issued materials as trustees for owner, and use such materials not disposed them off without the permission of owner and unserviceable materials that may be left with him after completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as Engineer-In-Charge shall determine having due regard to the conditions of the materials. The price allowed to Contractor shall not exceed the amount charged to him excluding the storage of breach of the aforesaid condition, the Contractor shall in terms of license or permits and/or for criminal breach of trust be liable to compensate owner at double the rate or any higher rates. In the event of these

materials at that time having higher rate or not being available in the market then any other rate to be determined by the Engineer-In-Charge at his decision shall be final and conclusive.

- GC-67      **MATERIALS OBTAINED FROM DISMANTLING :**  
 If the Contractor, in the course of execution of work, is called upon to dismantle any part of work for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be property of the owner and will be disposed off as per instructions of Engineer-In-Charge in the best interest of the owner.
- GC-68      **ARTICLE OF VALUE OF TREASURE FOUND DURING CONSTRUCTION :**  
 All gold, silver and other minerals of any description and all precious stones, coins, treasures, relics, antiques and other similar things which shall be found in, under or upon site shall be the property of the owner and the Contractor shall properly preserve the same to the satisfaction of the Engineer-In-Charge and shall hand over the same to the owner.
- GC-69      **DISCREPANCIES BETWEEN INSTRUCTIONS:**  
 If there is any discrepancy between various stipulations of the contract documents or instructions to the Contractor or his authorized representative or if any doubt arises as to the meaning of such stipulation or instructions, the Contractor shall immediately refer in writing to the Engineer-In-Charge whose decision shall be final and conclusive and no claim for losses caused by such discrepancy shall in any event be admissible.
- GC-70      **ALTERATIONS IN SPECIFICATIONS & DESIGNS & EXTRA WORK :**  
 The Architect / Engineer-In-Charge shall have power to make any alterations in, omission from, addition to substitution for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of work and the Contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by Engineer-In-Charge and such alteration omissions, additions or substitutions, shall not invalidate contract and any altered, additional or substituted work shall be carried out by the Contractor on the same conditions of contract. The time of completion may be extended by Architect as may be considered just and reasonable by him. The rates for such additional, altered or substitute work shall be worked out as under :
- a)      If the rates for additional, altered or substitutes work are specified in the contract for work, the Contractor is bound to carry out such work at the same rates as specified in the contract.

- b) If the rates for additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates of similar items of work in the contract work. The opinion of Engineer-In-Charge as to whether the rates can be reasonably so derived the items of contract will be final and binding to the Contractors.
- c) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) above, the rate shall be paid as per S.O.R. of RMC and if not available in RMC SOR then it will be paid according to the SOR of R&B / GWSSB. In such case, if contractor's premium quoted in the tender is below, the rate will be paid as per the premium quoted whereas if the premium quoted in the tender is above then it will be paid as per the rates of S.O.R. of Rajkot Municipal Corporation and if not available in RMC SOR then it will be paid according to the SOR of R&B / GWSSB.
- d) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) or (c) above, the Contractor shall within seven days of the receipt of order to carry out the work inform the Architect / Engineer-In-Charge of the rate which he intends to charge for such work supported by rate analysis and the Architect / Engineer-In-Charge will determine the rate on the basis of prevailing market rates of materials, labour cost at schedule of labour plus 15% there on as Contractor's supervision overheads and profit. The opinion of Architect / Engineer-In-Charge as to the market rates of materials and the quantity of labour involved per unit of measurement will be final and binding on Contractor.

But under no circumstances, the Contractor suspends work or the plea of non settlement of items falling under this clause.

**GC-71 ACTION WHEN NO SPECIFICATIONS ARE ISSUED :**

In case of any class of work for which no specifications is supplied by the owner in the e-Tender documents, such work shall be carried out in accordance with relevant latest ISS and if ISS do not cover the same, the work shall be carried out as per General Technical Specification for building work; and if not covered in then it is to be with standard Engineering Practice subject to the approval of Engineer-In-Charge.

**GC-72 ABNORMAL RATES :**

Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract.

## GC-73 ASSISTANCE TO ENGINEER-IN-CHARGE:

Contractor shall make available to Engineer-In-Charge free of cost all necessary instruments and assistance in checking of any work made by the Contractor setting out for taking measurement of work etc.

## GC-74 TESTS FOR QUALITY OF WORK :

1. All workmanship shall be of the best kind described in the contract documents and in accordance with the instructions of Engineer-In-Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-In-Charge may direct at the place of manufacture of fabrication or on the site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing of any work of workmanship as may be selected and required by Engineer-In-Charge.
2. All tests necessary in connection with the execution of work as decided by Engineer-In-Charge shall be carried out at an approved laboratory at Contractor's cost.
3. Contractor shall furnish the Engineer-In-Charge for approval when requested or if required by the specification, adequate samples of all materials and finished goods to be used in work sufficiently in advance to permit tests and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per the approved samples.

## GC-75 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :

If it shall appear to the Engineer-In-Charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound, imperfect or unskilled workmanship or otherwise not in accordance with the contract, the Contractor shall, on demand in writing from Engineer-In-Charge or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work, so specified. In the event of failure to do so within a period to be specified by the Engineer-In-Charge in his aforesaid demand, Contractor shall be liable to pay compensation at the rate of half a percent of the estimated cost of work for every work limited to a maximum of ten (10%) percent of the value of work while his failure to do so continues and in the case of any such failure, the Engineer-In-Charge may on expiry of the notice period rectify and remove and re-execute the work or remove and replace with others at the risk and cost of the Contractor. The decision of the Engineer-In-Charge as to any question arising under this clause shall be final and conclusive.

- GC-76      **SUSPENSION WORK :**  
 Contractor shall, if ordered in writing by Engineer-In-Charge or his representative temporarily suspended the work or any part thereof for such time (not exceeding one month) as ordered and shall not after receiving such written notice proceed with the work until he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of work as aforesaid. An extension of time for completion of work will be granted to the Contractor corresponding to the delay caused by such suspension of work if he applies for the same provided the suspension was not consequent upon any default or failure on the part of the Contractor.
- GC-77      **OWNER MAY DO PART OF THE WORK :**  
 When the Contractor fails to comply with any instructions given in accordance with the provisions of this contract, the owner has the right to carry out such parts of work as the owner may designate whether by purchasing materials and engaging labour or by the agency of another Contractor. In such case the owner shall deduct from the amount which otherwise might become due to Contractor, the cost of such work and materials with then (10) percent added to cover all departmental charges and should the total amount thereof exceed the amount due to contract, Contractor shall pay the difference to owner.
- GC-78      **POSSESSION PRIOR TO COMPLETION :**  
 The Engineer-In-Charge shall have the right to take possession of or to use any completed or partly completed work or part of work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract. If such prior possession or use by Engineer-In-Charge delays the process of work, equitable adjustment in the time of completion will be made and the contract shall be deemed to be modified accordingly.
- GC-79      **COMPLETION CERTIFICATE :**  
 As soon as the work has been completed in accordance with contract (except in minor respects that do not effect their use for the purpose for which they are intended and except for maintenance thereof) as per General Conditions of Contract the Engineer-In-Charge shall issue a certificate (hereinafter called completion certificate) in which shall certify the date on which work has been completed and has passed the said tests and owner shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer-In-Charge will issue a completion certificate, which will, however, be for such group or groups so taken over.
- In order that Contractor could get a completion certificate, he shall make good will all speed any defect arising from the defective

materials supplied by Contractor of workmanship or any act or omission of Contractor that may have been discovered or developed after the work or groups of works has been taken over. The period allowed for carrying out such work will be normally, one month. If any defect be not remedied within the time specified, owner may proceed to do work at Contractor's (Agency, or Firm) risk and expenses and deduct from the final bill such amount as may be decided by owner. If by reason of any default on the part of the Contractor, a completion certificate has not been issued in respect of every portion of work within one month after the date fixed by contract for completion of work, owner shall be at liberty to use work or any portion thereof in respect of which a completion certificate has been issued, provided that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of that work for the issue of completion certificate.

GC-80

#### SCHEDULE OF RATES :

1. The rates quoted by the Contractor shall remain firm till the completion of the work and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and risks or every kind to be taken in executing, completing and handing over the work to owner by Contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of work and materials required though contract documents may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work. The opinion of Engineer-In-Charge as to the item of work which are necessary and reasonable for completion of the work shall be final and binding on Contractor although the same may be not shown on drawings or described specifically in contract documents.
2. The Schedule of Rates shall be deemed to include and cover the cost of all constructional plant, temporary work, materials, labour and all other matters in connection with each item in Schedule of Rates and the execution of work or any portion thereof finished complete in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.
3. The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters patent or otherwise incorporated in or used in connection with work, also all royalties, rents and other payments in connection with

obtaining material of whatsoever kind for work and shall include an indemnity to owner which Contractor hereby gives against all action, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or materials. Other Municipal or local Board charges if levied on material, equipment or machineries to be brought to site for use on work shall be borne by the Contractor.

4. No exemption or reduction of custom duties, excise duties, sales tax or any other taxes or charges of the Central or State Government or of any Local Body whatsoever will be granted or obtained and all such expenses shall be deemed to have been included in and covered by Schedule of Rates. Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.
5. The Schedule of Rates shall be deemed to include and cover risk on account of delay and interference with Contractor's conduct of work which may occur from any cause including orders of owner in the exercise of his powers and on account of extension of time granted due to various reasons.
6. For work under unit rate basis, no alteration will be allowed in the Schedule of Rates by reasons of work or any part of them being modified, altered, extended, diminished or omitted.

GC-81

**PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS:**

1. All measurements shall be in metric system. All the work in progress will be jointly measured by the representative of Engineer-In-Charge and Contractor's authorized agent. Such measurements will be got recorded in the Measurement Book by the Engineer-In-Charge or his authorized representative and signed by the Contractor or his authorized agent in token of acceptance. If the Contractor or his authorized agent fails to be present whenever required by the Engineer-In-Charge for taking measures for every reasons whatsoever, the measurement will be taken by the Engineer-In-Charge or his authorized representative notwithstanding the absence of Contractor and these measurements will be deemed to be correct and binding on the Contractor.
2. Contractor will submit a bill in approved proforma in quadruplicate to the Engineer-In-Charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-In-Charge shall verify the bill and the claim, as far as admissible, adjusted if possible, within 10 days of presentation of the bills.

GC-82      RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES :

1. All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or rejected or to be considered as an admission of the due performance of contract or any part thereof.
2. Five (5) percent of the gross R A Bill amount shall be retained from each bill as retention amount and the same will be paid with the final bill.

GC-83      NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT :

If the Contractor considers that he is entitled to extra payment or compensation or any claim whatsoever in respect of work, he shall forthwith give notice in writing to the Engineer-In-Charge about his extra payment and / or compensation. Such notice shall be given to the Engineer-In-Charge within ten (10) days from the happening of any event upon which Contractor basis such claims and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of the Contractor to put forward any claim with the necessary particulars as above, within the time above specified shall be an absolute waiver thereof. No omission by owner to reject any such claim and no delay in dealing therewith shall waiver by owner or any rights in respect thereof.

GC-84      PAYMENT OF CONTRACTOR'S BILL :

1. The price to be paid by the owner to Contractor for the work to be done and for the performance of all the obligations undertaken by the Contractor under contract shall be based on the contract price and payment to be made accordingly for the work actually executed and approved by the Engineer-In-Charge.
2. Contractor on submitting the bill thereof will be entitled to receive a monthly payment proportionate to the part thereof, approved and passed by Engineer-In-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against contractor. This payment shall be made after necessary deductions as stipulated elsewhere in the contract documents for materials, security deposit etc. The payment shall be released to the Contractor within two (2) months of submission of the bill duly pre-occupied on proper revenue stamp. Payment due to Contractor shall be made by the owner through ECS mode in Indian currency in the account of contractor. Owner shall not be responsible if the account number is mislaid or misappropriated by unauthorized persons.

- GC-85      **FINAL BILL :**  
The final bill shall be submitted by Contractor within one (1) month of the date of physical completion of work, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for work shall be final and binding on all parties.
- GC-86      **RECEIPT FOR PAYMENT :**  
Receipt for payment made on account of work when executed by a firm must be signed by a person holding Power of Attorney in this respect on behalf of Contractor except when described in the e-Tender as a limited company in which case the receipt must be signed in the name of the Company by one of its principal officers or by some person having authority to give effectual receipt for the Company.
- GC-87      **COMPLETION CERTIFICATE :**
1.      When the Contractor fulfils his obligation as per terms of contract, he shall be eligible to apply for Completion Certificate. Contractor may apply for separate Completion Certificate in respect of each such portion of work by submitting the completion documents along with such application for Completion Certificate.  
  
The Engineer-In-Charge shall normally issue to Contractor the Completion Certificate within one (1) month after receiving an application thereof from Contractor after verifying, from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents. Contractor after obtaining the Completion Certificate is eligible to present the final bill for work executed by him under the terms of contract.
  2.      Within one month of completion of work in all respects Contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion but no certificate shall be given nor shall work be deemed to have been executed until all (i) scaffolding, surplus materials and rubbish is cleaned off site completely, (ii) until work shall have been measured by the Engineer-In-Charge whose measurement shall be binding and conclusive and, (iii) until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer-In-Charge. If Contractor shall fail to comply with the requirements as aforesaid or before date fixed for the completion of work, the Engineer-In-Charge may at the expense of Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit.

3. The following documents will form the completion documents:-

Technical documents according to which the work has been carried out.

- b) Three sets of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer-In-Charge.
  - c) Completion Certificate for "Embedded" or "Covered" up work.
  - d) Certificate of final levels as set out for various works.
  - e) Certificate of test performed for various work.
  - f) Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to owner's store duly supported by necessary documents.
4. Upon expiry of the period of defect liability and subject to Engineer-In-Charge being satisfied that work has been duly maintained by Contractor during the defect liability period of fixed originally or as extended subsequently and that Contractor has in all respects made up any subsidence and performed all his obligations under contract, the Engineer-In-Charge (without prejudice to the rights of owner in any way) give final certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the Engineer-In-Charge.
  5. Final Certificate only evidence of completion:  
Except the final certificate, no other certificate of payment against a certificate or on general account shall be taken to be an admission by owner of the due performance of contract or any part thereof of occupancy or validity or any claim by the Contractor.

#### GC-88 TAXES, DUTIES, ETC. :

1. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including Sales Tax, Duties, etc., now or hereinafter imposed, increased or modified from time to time in respect of work and materials and all contributions and taxes for unemployment, compensation, insurance and old age pension or annuities now or hereinafter imposed by the Central or State Government authorities with respect to or covered by the wages, salaries or other compensation paid to the persons employed by Contractor.

If the Contractor is not liable to Sales Tax assessment, a certificate to that effect from the Competent Authority shall be produced without which final payment to the Contractor shall not be made No.P, 'C' and 'D' Form shall

be supplied by the owner, and the Contractor shall be required to pay full tax as applicable.

2. Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship.
3. Contractor further agrees to comply and to secure the compliance of all sub contractors with applicable Central, State, Municipal and local laws and regulations and requirement. Contractor also agrees to defend, indemnify the hold harmless the owner from any liability or penalty which may be imposed by Central, State or local authority by reasons of any violation by Contractor or sub Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons or work provided for by this Contract by third parties or by Central or State Government authority or any administrative Sub-Division thereof.

The Sales Tax on work contract will be borne by Contractor.

GC-89

#### INSURANCE :

Contractor shall at his own expenses carry and maintain the reputable Insurance Companies to the satisfaction of owner as follows :

1. Contractor agrees to and uses hereby accept full and exclusive liability for compliance with all obligations imposed by the Employer's State Insurance Act, 1948 and Contractor further agrees to defend, indemnify and hold owner hardness from any liability or penalty which may be imposed by the Central or State Government or local authority by reasons of any assorted violation by Contractor or Sub-Contractor or the Employees State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of Contractor by third parties or by Central or State Government authority or any administrative Sub-division thereof.

Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration form and all forms which may be required in respect of Contractor's or sub-Contractor's employees whose aggregate remuneration is Rs.400/- p.m. or less and who are employed in work provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employees contribution as per the first schedule of the Employees State Insurance Act from wages. Contractor shall remit and secure the agreement of sub-contractor to remit to the State Bank of Indian Employees State Insurance Accounts, the

employee's contribution as required by the Act. Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and Contractor shall secure the agreements of the sub contractors to maintain in such records, any expenses incurred for the contributions, making contributions or maintaining records shall be to Contractors or sub-contractors own account. owner shall retain such sum as may be necessary from the contract value until Contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1948 have been paid.

2. Workman's compensation and employees liability insurance: Insurance shall be effected for all Contractors employees engaged in the performance of this contract. If any part of work is sublet, Contractor shall require the sub-Contractor to provide workman's compensation and employer's liability insurance, which may be required by owner.
3. Other Insurance required under law of regulations or by owner Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by owner.

#### GC-90

##### DAMAGE TO PROPERTY :

1. Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or procured or being procured by owner or of other agencies within the premises of all work of owner, if such loss or damage is due to fault and / or the negligence of willful act or omission of Contractor, his employees, agent, representatives or sub-Contractor s.
2. Contractor shall indemnify and keep owner harmless of all claims for damage to properties other than property arising under by reasons of this agreement, such claims result from the fault and / or negligence or willful act or omission of Contractor, his employees, agents representative or sub-contractor.

#### GC-91

##### CONTRACTOR TO INDEMNIFY OWNER :

1. The Contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all actions, claims, demands and liabilities whatsoever under the in respect of the breach of any of the above clauses and / or against any claim, action or demand

by any workman / employee of the Contractor or any sub-contractor under any laws, rules or regulations having force of laws, including but not limited to claims against the owner under the workman compensation Act, 1923, the Employee's Provident Funds Act, 1952 and / or the contract labour (Abolition and Regulations) Act, 1970.

2. PAYMENTS OF CLAIMS AND DAMAGES : If owner has to pay any money in respect of such claims or demands aforesaid, the amount so paid and the cost incurred by the owner shall be charged to and paid by Contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the Contractor.
3. In every case in which by virtue of any provision applicable in the workman's Compensation Act, 1923 or any other Act, owner be obliged to pay compensation to workmen employed by Contractor the amount of compensation so paid, and without prejudice to the rights of owner under Section-(12) Sub-section-(2) of the said Act, owner shall be at liberty to recover such amount from any surplus due to or to become due to the Contractor or from the security deposit. Owner will not be bound to contest any claim made under Section-(12) Sub-section-(2) of the said act except on written request of Contractor and giving full security for all costs consequent upon the contesting of such claim.

The Contractor shall protect adjoining sites against structural, decorative and other damages that could be caused to adjoining premises by the execution of these works and make good at his cost, any such damage, so caused.

GC-92 IMPLEMENTATION OF APPRENTICE ACT 1954 :  
Contractor shall comply with the provisions of the apprentice Act 1954 and the orders issued there under from time to time. If he fails to do so, it will be a breach of contract.

GC-93 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:  
Contractor shall comply with all the rules and regulations of the local Sanitary Authorities or as framed by owner from time to time for the protection of health and provide sanitary arrangements of all labour directly or indirectly employed on the work of this contract.

GC-94 SAFETY CODE :  
General :  
Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with owner's rules as set forth herein.

1.0 First Aid and Industrial Injuries :

1.1 Contractor shall maintain First-Aid facilities for its employees and those of his sub-contractors.

- 1.2 Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to Engineer-In-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field office.
- 1.3 All injuries shall be reported promptly to Engineer-In-Charge and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to owner.
- 2.0 General Rules :
- 2.1 Carrying and striking, matches, lighters inside the project area and smoking within the job site is strictly prohibited. Violators of smoking rules shall be discharged immediately. Within the operation area, no hot work shall be permitted, without valid gas, safety, fire permits. The Contractor shall also be held liable and responsible for all lapses of his sub-Contractor s / employees in this regard.
- 3.0 Contractor's Barricades :
- 3.1 Contractor shall erect and maintain barricades without any extra cost, required in connection with his operation to guard or protect during the entire phase of the operation of this contract for -  
Excavation  
Hoisting areas  
Areas adjudged hazardous by Contractor's OR Owner's inspectors.  
Owner's existing property liable to be damaged by Contractor's operations, in the opinion of Engineer-In-Charge / Site Engineer.
- 3.2 Contractor's employees and those of his sub-contractors shall become acquainted with owner's barricading practices and shall respect the provisions thereof.
- 3.3 Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red lantern at night.
- 4.0 Scaffolding :
- 4.1 Suitable scaffolding shall be provided for workman for all works that cannot safely be done from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the same shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- 4.2 Scaffolding or staging, more than 3.6 M. (12') above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise fixed at least 1.0 M (3') high above the floor or platform or scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery

of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- 4.3 Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or inadequately and if the height of the platform or the gangway of the stairway is more than 3.6 (12') above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 4.2 above.
- 4.4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1.0 M (3'.0").
- 4.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9.0 M. (30') in length while the width between the side rails in rung ladder shall in no case be less than 30 cms (12 inches) for ladder up to and including 3.0 M. (10'), in longer ladders this width would be increased at least 6 mm (1/4") for each addition 30 c.m. (1.0) of length. Uniform step spacing shall not exceed 30 cms. (12"). Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the side of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to any such person, or which, may be with the consent of the Contractor be paid to compromise any claim by any such person.
- 5.0 Excavation :
- 5.1 All trenches 1.2 M (4') or more in depth, shall at all time be supplied with at least one ladder.
- 5.2 Ladder shall be extended bottom of the trench to at least 3" above the surface of the ground. The side of the trench which are 1.5 M (5') or more in depth shall be stopped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 M (5') of the trench of half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or under cutting be done.
- 6.0 Demolition :
- 6.1 Before any demolition work is commenced and also during the progress of the work all roads and open area adjacent to the work site shall either be closed or suitably protected.

- 6.2 No electric cable or apparatus which is liable to be a source of danger shall remain electricity charged.
- 6.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor or other part of the building shall be so over loaded with debris or materials as to render it unsafe.
- 7.0 Safety Equipment :
- 7.1 All necessary personal safety equipment as considered necessary by the Engineer-In-Charge should be made available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- 7.2 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- 8.0 Risky Place :
- 8.1 When the work is done near any place where there is a risk of drowning, all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.
- 9.0 Hoisting Equipment :
- 9.1 Use of hoisting machines and tackles including their attachments, and storage and supports shall conform to the following standards or conditions.
- 9.2 These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good condition and in good working order.
- 9.3 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 9.4 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding.
- 9.5 In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 9.6 In case of departmental machine, the safe work load shall be notified by the Engineer-In-Charge, as regards Contractor's machine, the Contractor shall, notify, the safety working load of the machine to the Engineer-In-Charge. Whenever the Contractor brings any machinery to site of work he should get it verified by the Engineer-In-Charge concerned.

10.0 Electrical Equipment :

Motors, gears, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances should be provided with such means when will reduce to the minimum the risk of accidental descent of the load, adequate precautions shall be taken to reduce to the minimum the risk of any part or a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, and booths as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

11.0 Maintenance of Safety Devices :

All scaffolds, ladders and other safety devices as mentioned or described herein shall be maintained in sound condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.

12.0 Display of Safety Instructions :

The safety provisions should be brought to the notice of all concerned by display on a Notice Board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.

13.0 Enforcement of Safety Regulations :

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-In-Charge or Safety Engineer of the owner or their representatives.

14.0 No Exemption :

14.1 Notwithstanding the above clause 1.0 to 13.0 there is nothing to exempt the Contractor from the operations of any other Act or Rules in force in the Republic of India.

14.2 In addition to the above, the Contractor shall abide by the safety code provisions as per C.P.W.D. safety code framed from time to time.

GC-95 ACCIDENTS :

It shall be Contractor's responsibility to protect against accidents on the works. He shall indemnify the owner against any claim for damage or for injury to person or property resulting from, and in the course of work and also under the provisions of the workman's compensation Act. On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the Contractor shall within twenty-four hours of such accident, report in writing to the Engineer-In-Charge, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to person or damage to property other than that of the Contractor shall be promptly reported to the Engineer-In-Charge, stating clearly and in sufficient details the facts

and circumstances of the accidents and the action taken. In all cases, the Contractor shall indemnify the owner against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by the owner as a consequence of failure to give notice under the Workman's Compensation Act, or failure to conform to the provisions of the said act in regard to such accidents.

In the event of an accident in respect of which compensation may become payable under the Workman's Compensation Act VIII of 1923 including all modification thereof, the Engineer-In-Charge may retain out of money due and payable to the Contractor such sum of sums of money as may in the opinion of Engineer-In-Charge be sufficient to meet such liability. On receipt of award from the Labour Commissioner in regard to quantum of compensation, the difference in amount will be adjusted.

Addl.Asstt.Engineer,  
Municipal Corporation  
Rajkot.

Dy.Ex.Engineer,  
Muni. Corporation  
Rajkot.

Addl. City Engineer  
Municipal Corporation  
Rajkot.

Signature of Contractor.

## **SPECIFICATIONS OF MATERIALS**

## 1. Material:

### Water:

Water shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantities of silt and traces of oil and injurious alkalis, salts, organic matter and other deleterious material which will either weaken the mortar of concrete or cause efflorescence or attack the steel in RCC container for transport, storage and handling of water shall be clean. Water shall conform to the standards specified in I.S. 456 - Latest edition.

If required by the engineer-in-charge, it shall be tested by comparison with distilled water. Comparison shall be made by means of standard cement tests for soundness, change in time of setting and mortar strength as specified in I.S. 269 (Latest edition). Any indication of unsoundness, change in time of setting by 30 minutes or more or decrease of more than 10 per cent in strength of mortar prepared with water sample when compared with the results obtained with mortar prepared with distilled water shall be sufficient cause for rejection of water under test.

Water for curing mortar, concrete or masonry should not be too acidic or too alkaline. It shall be free of elements which significantly affect the hydration reaction or otherwise interfere with the hardening of mortar or concrete during curing or those which produce objectionable stains or other unsightly deposits on concrete or mortar surface.

Hard and bitter water shall not be used for curing.

Potable water will generally found suitable for curing mortar of concrete.

### M-2 Lime:

Lime shall be hydraulic lime as per I S 712 - Latest Edition. Necessary tests shall be carried out as per I S 6932 9 (Parts I to X) Latest edition.

The following field tests for limes are to be carried out:

i) A very rough idea can be formed about the type of lime by its visual examination i.e. fat lime bears pure white colour, lime in form of porous lumps of dirty white colour indicates quick lime and solid lumps are the unburnt lime stone.

ii) Acid tests for determining the carbonate content in lime, lime Excessive amount of impurities and rough determination of lime.

Storage shall comply with I S 712 - Latest Edition. The slaked lime, it stored, shall be kept in a weather proof and damp-proof shed with impervious floor and sides to protect it against rain, moisture, and weather and extraneous materials mixing with it. All lime that has been damaged in any way shall be and all rejected materials shall be removed from site of work.

Field testing shall be done according to I S 269 (latest edition) to show the acceptability of materials.

### M-3 Cement:

Cement shall be ordinary portland cement Grade-53 as per IS 269 or I S 455 or IS 1489 (P-I) or (P-II) or IS 8041 or IS 8043, IS 8812 or IS 12330, IS 12269 (All Latest edition).

**M-4 White Cement:**

The white cement shall conform to I S 8042-E Latest edition.

**M-5 Colored Cement:**

Color cement shall be with white or grey portland cement as specified in the item of the work.

The pigments used for colored cement shall be of approved quality and shall not exceed 10% of cement used in the mix. The mixture of pigment and cement shall be properly ground to have a uniform color and shade. The pigments shall have such properties as to provide for durability under exposure to sunlight and weather.

The pigment shall have the property such that it is neither affected by the cement nor detrimental to it.

**M-6 Sand:**

Sand shall be natural sand, clean well graded, hard strong, durable and gritty particles free from injurious amounts of dust, clay, kankar nodules, soft or flaky particles Shale, alkali, salts organic matter, loam, mica or other deleterious substances and shall be got approved from the engineer-in-charge. The sand shall not contain more than 8 percent of silt as determined by field test. If necessary, the sand shall be washed to make it clean.

**Coarse Sand:**

The fitness modules of coarse sand shall not be less than 2.5 and shall not exceed 3.0. The sieve analysis of coarse shall be as under:

I.S. Sieve Designation	Percentage by weight passing sieve	IS Sieve Designation	percentage by weight passing sieve.
4.75 mm	100	600 Micron	30-100
2.36 mm	90 to 100	300 Micron	5-70
1.18 mm	70-100	150 Micron	0-50

**Fine Sand:**

The fineness modules shall not exceed 1.0 The sieve analysis of fine sand shall be as under:

I.S. Sieve Designation	Percentage by weight passing sieve	IS Sieve Designation	percentage by weight passing sieve.
4.75 mm	100	600 Micron	40-85
2.36 mm	100	300 Micron	5-50
1.18 mm	75-100	150 Micron	0-10

**M-7 Stone Dust:**

This shall be obtained from crushing hard black trap or equivalent. It shall not contain more than 8% of silt as determined by field test with measuring cylinder. The method of determining silt contents by fields test is given as under:

A sample of stone dust to be tested shall be placed without drying in 200 mm measuring cylinder. The quantity if the sample shall be such that it fills the cylinder upto 100 mm mark, the clean water shall be added upto 150 mm mark. The mixture shall be stirred vigorously and content allowed to settle for 3 hours.

The height of silt visible as settled layer above the stone dust shall be expressed as percentage of the height of the stone dust below. The stone containing more than 8% silt shall be washed so as to bring the content within the allowable limit.

The fitness nodules of stone dust shall not be less than 1.80

**M-8 Stone Grit:**

Grit shall consist of crushed or broken stone and be hard, strong dense durable clean of proper gradation and free from skin or coating likely to prevent proper adhesion of mortar. Grit shall generally be cubical in shape and as far as possible flaky elongated pieces shall be avoided. It shall generally comply with the provisions of IS 383 (Latest Edition). Unless special stone of particular quarries is mentioned, grit shall be obtained from the best black trap or equivalent hard stone as approved by the engineer-in-charge. The grit shall have no deleterious reaction with cement.

The grit shall conform to the following gradation as per sieve analysis:

I.S. Sieve Designation	Percentage passing through sieve	IS Sieve Designation	percentage pass- ing through sieve
12.50 mm	100%	4.75 mm	0-20%
10.00 mm	85-100%	2.36 mm	0-25%

The crushing strength will be such as to allow the concrete in which it used to build up the specified strength of concrete.

The necessary tests for grit shall be carried out as per the requirements of I S 2386 (Part I to VIII) Latest edition as per instruction of engineer-in-charge. The necessity of test will be decided by the engineer-in-charge.

**M-9 Cinder:**

Cinder is well burnt furnace residue which has been fused or sintered into lumps of varying sizes.

Cinder aggregates shall be well burnt furnaces residue obtained from furnace using coal fuel only. It shall be sound clean and free from clay, dirt, ash or other deleterious matter.

The average grading for cinder aggregate shall be as mentioned below:

I.S. Sieve Designation	Percentage passing	IS Sieve Designation	percentage pass- ing
20 mm	100%	4.75 mm	70
10 mm	86	2.36 mm	52

M-10 Lime Mortar:

**Lime:** Lime shall conform to specification M-2. **Water:** Water shall conform to specification M-1. **Sand:** Sand shall conform to specification M-6.

Proportion of Mix:

Mortar shall consist of such proportions of slaked lime and sand as may be specified in item. the slaked lime and sand shall be measured by volume.

Preparation of Mortar:

Lime mortar shall be prepared by process as per IS 1625 Latest edition. Power drive mill shall be used for preparation of lime mortar. The slaked lime shall be placed in the mill in an even layer and ground for 180 revolutions with a sufficient water. Water shall be added as required during grinding (care being taken not to add more water) that will bring the mixed material to a consistency of stiff paste. Thoroughly wetted sand shall then be added evenly and the mixture ground for another 180 revolutions.

Storage:

Mortar shall always be kept damp, protected from sun and rain till used up, covering it by tarpaulin or open sheds.

All mortar shall be used as soon as possible after grinding. It should be used on the day on which it prepared. But in no case, mortar made earlier than 36 hours shall be permitted for use.

M-11 Cement Mortar:

Water shall conform to specification M-1. Cement: Cement shall conform to specifications M-3. Sand: Sand shall conform to M-6.

Proportion of Mix:

Cement and sand shall be mixed to specified proportion, sand being measured by measuring boxes. The proportion of cement will be by volume on the basis of 50 kg/Bag of cement being equal to 0.342 Cu.M. The mortar may be hand mixed as directed.

Proportion of Mortar:

In hand mixed mortar, cement and sand in the specifications shall be thoroughly mixed dry on a clean impervious platform by turning over at least 3 times or more till a homogeneous mixture of uniform color is obtained. mixing platform shall be so arranged that no deleterious extraneous material shall get mixed with mortar or mortar shall flow out. While mixing, the water shall be gradually added and thoroughly mixed to form a still plastic mass of uniform

color so that each particle of sand shall be completely covered with a film of wet cement. the water cement ratio shall be adopted as directed.

The mortar so prepared shall be used within 30 minutes of adding water. Only such quantity of mortar shall be prepared as can be used within 30 minutes.

#### M-12 Stone Coarse Aggregate for Nominal Mix Concrete.

Coarse aggregate shall be of machine crushed stone of black trap or equivalent and be hard, strong, dense, durable clean and free from skin and coating likely to prevent proper adhesion of mortar.

The aggregate shall generally be cubical in shape. Unless special stones of particular quarries are mentioned, aggregates shall be machine crushed from the best black trap or equivalent hard stone as approved. Aggregate shall have no deleterious reaction with cement. The size of the coarse aggregate for plain cement concrete and ordinary reinforced cement concrete shall generally be as per the table given below, however, in case of reinforced cement concrete the maximum limit may be restricted to 6 mm, less than the minimum lateral clear distance between bars of 6 mm less than the cover whichever is smaller.

I S Sieve designa- tion	Percentage passing for single sized aggregates of nominal size			IS Sieve designa- tion	Percentage passing for single sized aggregates of nominal size		
	40 mm	20 mm	16 mm		40 mm	20 mm	16 mm
80 mm	--	--	--	12.5 mm	--	--	--
63 mm	100	--	--	10 mm	0.5	--	0.30
40 mm	85-100	100	--	4.75 mm	--	0.20	0.5
20 mm	0-20	85-100	100	2.35 mm	--	0.50	--
16 mm			8-100	--	--	--	--

Note:

This percentage may be the engineer-in-charge when considered necessary for obtaining better density and strength of concrete.

The grading test shall be taken in the beginning and at the change of source of materials. The necessary tests indicated in IS 383 Latest edition and IS 456 Latest edition shall have to be carried out to ensure the acceptability. The aggregates shall be stored separately and handled in such a manner as to prevent the intermixing of different aggregates. If the aggregates are covered with dust, they shall be washed with water to make them clean.

#### M-13 Black Trap or Equivalent Hard Stone Coarse:

Aggregate for Design Mix concrete:

Coarse aggregate shall be of machine crushed stone of black trap or equivalent hard stone and be hard strong, dense, durable, clean and free from skin and coating likely to prevent proper adhesion of mortar.

The aggregates shall generally be cubical in shape. Unless special stones of particular quarries are mentioned, aggregates shall be machine crushed from the best, black trap or equivalent hard stones as approved. Aggregate shall have no deleterious reaction with cement.

The necessary tests indicated in IS 383 Latest edition and IS 456 Latest edition shall have to be carried out to ensure the acceptability of the material.

If aggregate is covered with dust, it shall be washed with water to make it clean.

**M-14 Brick Bats Aggregate:**

Brick bat aggregate shall be broken from well burnt or slightly over burnt and dense bricks. It shall be homogeneous in texture, roughly cubical in shape, clean and free from dirt of any other foreign material. The brick bats shall be of 40 mm to 50 mm size unless otherwise specified in the item. The under burnt or over burnt brick bats shall not be allowed.

The brick bats shall be measured by suitable boxes as directed.

**M-15 Bricks:**

The bricks shall be hard or machine moulded and made from suitable soils and burnt. They shall be free from cracks and flaws and nodules of free lime. They shall have smooth rectangular faces with sharp corners and shall be of uniform colors.

The bricks shall be moulded with a frog of 100 mm x 40 mm and 10 mm to 20 mm deep on one of its flat sides. The bricks shall not break when thrown on the ground from a height of 600 mm.

The size of modular bricks shall be 190 mm x 90 mm.

The size of the conventional bricks shall be as under:  
(9" x 4.3/8" x 2.3/4") 225 x 110 x 75 mm

Only bricks of one standard size shall be used in one work. The following tolerances shall be permitted in the conventional size adopted in a particular work.

Length  $\pm 1/8"$  (3mm) width :  $\pm 1/16"$  (1.5mm)

Height:  $\pm 1/16"$  (1.5 mm)

The crushing strength of the brick shall not be less than 35 kg/sq.cm. The average water absorption shall not be more than 20 percent by weight. Necessary tests for crushing strength and water absorption etc., shall be carried out as per IS: 3495 (Part I to IV) - latest edition.

**M-16 Stone:**

The stone shall be of the specified variety such as granite / trap stone / quartzite or any other type of good hard stones. The stones shall be obtained only from the approved quarry and shall be hard, sound, durable and free from defects like cavities cracks, sand holes flaws, injurious reins, patches of loose or soft materials etc. and weathered portion and other structural defects or imperfection tending to affect their soundness and strength. The stone with round surface shall not be used. The percentage of water absorption shall not be more than 5% dry or wet. When tested in accordance with I.S.1124 - Latest edition. The minimum crushing strength of the stone shall be 200 kg/sq.cm unless otherwise specified.

The samples of the stone to be used shall be got approved before the work is started.

The khanki facing stone shall be dressed by chisel as specified in the item for khanki facing in required shape and size. The face of the stone shall be so dressed that the bushing on the exposed face shall not project by more than 40 mm from the general wall surface and on face to be plastered it shall not project by more than 19 mm nor shall it have depressions more than 10 mm from the average wall surface.

#### M-17 Laterite Stone

Laterite stone shall be obtained from the approved quarry. It shall be compacted, in texture, sound, durable and free from soft patches. Its shall have minimum crushing strength of 10 Kg/sq.cm in its dry condition. It shall not absorb water more than 20 % of its own weight, when immersed for 24 hours in water After quarrying, the stone shall be allowed to weather for some time before using in work. '

The stone shall be dressed into regular rectangular blocks so that all faces are free from waviness and unevenness, and the edges true and square.

Those types of stone in which white cly occurs should not be used.

Special corner stones shall be provided where so directed.

#### M-18 Mild Steel Bars:

Mild steel bars reinforcement for RCC work shall confirm to IS 432 (Part-II) Latest edition and shall be of tested quality. It shall also comply with relevant part of IS 456 Latest edition. All the reinforcement shall be clean and free from dirt, paint, grease, mill scale or loose or thick rust at the time of placing.

For the purpose of payment, the bar shall be measured correct upto 10 mm length and weight payable worked out at the rate specified below:

1	6 mm	0.22 Kg/Rmt	8	20 mm	2.47 Kg/Rmt
2	8 mm	0.39 Kg/Rmt	9	22 mm	2.98 Kg/Rmt
3	10 mm	0.62 Kg/Rmt	10	25 mm	3.85 Kg/Rmt
4	12 mm	0.89 Kg/Rmt	11	28 mm	4.83 Kg/Rmt
5	14 mm	1.21 Kg/Rmt	12	32 mm	6.31 Kg/Rmt
6	16 mm	1.58 Kg/Rmt	13	36 mm	7.99 Kg/Rmt
7	18 mm	2.00 Kg/Rmt	14	40 mm	9.86 Kg/Rmt

#### M-19 High Yield Strength Steel Deformed Bars:

High yield strength steel deformed bars shall be either cole twisted other rolled and shall conform to IS 1786 Latest edition and IS 1139 Latest edition respectively.

Other provisions and requirements shall conform to specification No.M-18 for Mild Steel Bars.

#### M-20 High Tensile Steel Wires:

The high tensile wires for use in prestressed concrete work shall conform to IS 2090 Latest edition.

The tensile strength of the high tensile steel bars shall be as specified in the item. In absence of the given strength the minimum strength shall be taken as per part 6-1 of the IS 1785 Latest edition. Testing shall be done as per I S requirements.

The high tensile shall be free from loose mill scale, rust, oil grease, or any other harmful matter. Cleaning of steel bars may be carried out immersion in solvent solution, wire brushing or passing through a pressure box containing carborundum.

The high tensile wire shall be obtained from manufacturer in coil having diameter not less than 350 times the diameter of wire itself, so that wire springs back straight on being uncoiled.

#### M-20(A) Plain Carbon Drawn Steel Wires:

The plain carbon drawn steel wires for use in precast concrete work shall be conform to IS 1785 (Part-II) Latest edition.

The tensile strength of the P C steel bars shall be as specified in the item. In absence of the given strength, the minimum strength shall be taken as per IS:1785 Latest edition. Testing shall be done as per IS requirements.

The P C steel bars shall be free from loose mill scale, rust, oil grease, or any other harmful matter. Cleaning of steel bars may be carried out immersion in solvent solution, wire brushing or passing through a pressure box containing carborandum.

#### M-21 Mild Steel Binding Wire:

The mild steel wire shall be of 1.63 mm, 22 mm (16 or 18 gauge) diameter and shall conform to I S 280 Latest edition.

The use of black wire will be permitted to binding reinforcement bars. It shall be free rust, oil paint, grease, loose mill scale or any other undesirable coating which may prevent adhesion of cement mortar.

#### M-22 Structural Steel:

All structural steel shall confirm to IS 226 Latest edition. The steel shall be free from the defects mentioned in IS 226 Latest edition and shall have a smooth finish. the material shall be free from loose mill scale, rust pits or other defects affecting the strength and durability. River bars shall conform to IS 1148 Latest edition.

When the steel is supplied by the contractor, test certificate of the manufacturer shall be obtained according to IS 226 Latest edition and other relevant Indian Standards.

#### M-23 Galvanized Iron Sheets :

The galvanized iron sheets shall be plain or corrugated sheets of guages as specified in item. The G.I. Sheets shall conform to I.S.latest edition. The sheets shall be undamaged in carriage and handling either by rubbing off of zinc coating or otherwise. They shall have clean and bright surface and shall be free from bends, holes, rust or white powdery deposit.

The length and width G.I. sheet shall be as directed as per site condition.

**M-23-A : G.I. Valleys gutter, ridges :**

The G.I. ridges and hips shall be of plain galvanized sheets Class-3 of the thickness as specified in item. These shall be 600 mm in width and properly bent up to shape without damage to the sheets in process of bending.

Valleys gutters and flashings shall also be of galvanized sheets of thickness as specified in item. Valleys shall be 900 mm. wide overall and flashing shall be 380 mm. wide overall. They shall be bent to the required shape without damage to the sheet in the process of bending.

**M-24. Asbestos Cement Sheets :**

Asbestos cement sheets plain, corrugated or semi-corrugated shall conform to I.S. latest edition. The thickness of the sheets shall be as specified in the item. The sheets shall be free from all defects such as cracks, holes, deformities, edges or otherwise damaged.

**Ridge & Hips :**

Ridge and hips shall be of same thickness as that of A.C. sheets. The types of ridges shall be suitable for the type of sheets and location.

Other accessories to be used in roof such as flashing pieces eaves filler pieces, valley gutters, north light and ventilator curves, barge boards etc. shall be of standard manufacture and shall be suitable for the type of sheets and location.

**M-25. Mangalore Pattern Roof Tiles :**

25.1. The mangalore pattern tiles shall conform to I.S. latest edition for Class AA or class A type as specified in item. Sample of the tiles to be provided shall be got approved from the Engineer-in-charge. Necessary tests shall be carried out as directed.

**M-26 Shuttering:**

The shuttering shall be either of wooden planking of 30 mm minimum thickness with or without sheet lining or of steel plates stiffened by steel angles. The shuttering shall be supported on battens and beams and props of vertical bullies properly cross braced together so as to make the centering rigid. In places of bullies props, brick pillar of adequate section built in mud mortar may be used.

The form work shall be sufficiently strong and shall have camber, so that it assumes correct shape after deposition of the concrete and shall be able to resist forces caused by vibration of live load of men working over it and other incidental load associated with it. The shuttering shall have smooth and even surface. Its joints shall not permit leakage of cement grout.

If at any stage of work during or after placing concrete in the structure, the form work sags or bulges out beyond the required shape of the structure, the concrete and adequately rigid form work. The complete form work shall be got inspected by and got approved from the engineer-in-charge before the reinforcement bars are placed in position.

The props shall consist of bullies having 100 mm minimum dia. measurement at mid length and 80 mm at thin end and shall be placed as per design requirement. These shall rest squarely on wooden sole plates 40 mm thick and minimum bearing area of 0-10 sq.m laid on sufficiently hard base.

Double wedges shall further be provided between the sole pite and the wooden props so as to facilitate tightening and easing of shuttering without jerking the concrete.

The timber used in shuttering shall not be so dry as too absorbed water from concrete and swell or bulge nor so green or wet as the shrink after erection. The timber shall be properly sawn and planned on the sides and the surface coming in contact with concrete. Wooden form work with metal sheet lining or side plates stiffened by steel angles shall be permitted.

As far as practicable, clamps shall be used to hold the forms together and use of nails and spikes avoided.

The surface of timber shuttering that would come in contact with concrete shall be well wetted and coated with soap solution before the concreting is done. Alternatively, coat of raw linseed oil or oil of approved manufacturer may be applied in place of soap solution. In case of steel shuttering either soap solution or raw linseed oil shall be applied after thoroughly cleaning the surface. Under no circumstances, black or brunt oil shall be permitted.

The shuttering for beams and slabs shall have camber of 4 mm per meter (1 in 250) or as directed by the engineer-in-charge, so as to offset the subsequent deflection for cantilevers, the camber of free end shall be 1/50 of the projected or as directed by the engineer-in-charge.

#### M-27. Expansion joints - Premoulded filler:

The item provides for expansion joints in R.C.C. frame structures for internal joints, as well as exposed joints, with the use of premoulded bituminous joint filler.

Premoulded bituminous joint filler, i.e. performed strip of expansion joint filler shall not got deformed or broken by twisting, bending or other handling when exposed to atmospheric condition. Pieces of joint filler that have been damaged shall be rejected.

Thickness of the pre-moulded joint filler shall be 25 mm. unless otherwise specified.

Premoulded bituminous joint filler shall conform to I.S. Latest edition.

#### M-28. Expansion joints Copper strips & hold fasts :

The item provide for expansion joints in R.C.C. frame structure for internal joint as well as for exposed joints with the use of necessary copper strip and holdfasts.

Copper sheet shall be of 1.25 mm thick and of 1.25 mm width and the "U" shape in the middle.

Copper strip shall have holdfast of 3 mm diameter copper rod fixed to the plate soldered on strip at intervals of about 30 cm or as shown in the drawing or as directed. The width of each flange (horizontal side) of the copper plate to be emvidded in the concrete work shall be 25 mm. depth of "U" to be provided in the expansion joint, in the copper plate shall be of 25 mm.

M-29. Teak wood :

The teak wood shall be of good quality as required for the item to be executed. When the kind of wood is not specifically mentioned, good Indian teak wood as approved shall be used.

Teak wood shall generally be free from large, loose, dead or cluster knots flaws, shakes, warps, twists, bends; or any other defects. It shall generally be uniform in substance and of straight fibres as far as possible. It shall be free from rot, decay, harmful fungi and other defects of harmful nature, which will affect the strength, durability or its usefulness for the purpose for which it is required. The colour shall be uniform as far as possible. Any effort like painting, using any adhesive resinous materials made to hide the defects shall render the pieces liable to rejection by the Engineer-in-Charge.

All scantlings, planks etc. shall be sawn in straight lines and planes in the direction of grains and of uniform thickness.

The tolerances in the dimensions shall be allowed at the rate of 1.5 mm, per face to be planed.

First class teak wood :

First class teak wood shall have no individual hard and sound knots, more than 6 sq.cm. in size and the aggregate area of such knots shall not be than 1 % of area of piece, the timber shall be closed grained.

Second Class Teak Wood :

No individual hard and sound knots shall be more than 15 sq.cm. in size and aggregate area of such - knots shall not exceed 2 % of the area of piece.

M-29. A Non-teak wood :

The non-teak wood shall be chemically treated, seasoned as per I.S. Specification and of good quality. The type of, wood shall be got approved before collecting the same on site. Fabrication of wooden members shall be started only after approval.

For this purpose wood of Bio, Kalai, Sires, Saded, Behda, Jamun, Sisoo will be used for door where as only Kalai, Halda, Sires, Kalam etc. will be permitted for shutters after proper seasoning and chemical treatment, The non-teak wood shall be free from large, loose dead or cluster knots, flows, shakes, warps, bends or any other defects. It shall be uniform in substance and of straight fibres as far as possible. It shall be free from rots, decay, harmful fungi and other defects of nature which will effect the straight durability or its usefulness for the purpose for which it is required. The colour of wood shall-be uniform as far as possible. The scantlings planks etc. shall be saw in straight lines and planes in the direction of grain and of uniform thickness. The department will use the Agency to produce certificate from Forest Department in event of Dispute and the decision of the Department shall be final and binding to the contractor: The tolerance in the dimension shall be allowed at 1.5 mm. per face to be planed.

M-30. Wooden flush door shutters (solid core) :

The solid core type flush door shutters shall be of decorative or non-decorative type as specified in the drawing. The size and thickness of the shutter shall be as specified in drawings or as directed. The timber species for core shall be used as per I.S. Latest edition. The timber shall be free from decay and insect attack. Knots and knot holes less than half the width of cross-section of the members in which they occur may be permitted. Pitch pockets, pitch streaks and harmless pin holes shall be permissible except in the exposed edges of the core members. The commercial plywood, cross-bands shall conform to I.S: latest edition.

The face panel of the shutters shall be formed by gluing by the hot press process on both faces of the core with either, plywood or cross-bands and face veneers. The lipping, rebating, opening of glazing; venetian etc. shall be provided if specified in the drawing.

All edges of the door shutters shall be square. The shutters shall be free from twist or warp in its plane Both faces of the shutters shall be sand papered to smooth even texture.

The shutters shall be tested for

- (1) **End immersion test** : The test shall be carried out as per I.S. latest edition. There shall be no delamination at the end of the test.
- (2) **Knife test** : The face panel when tested in accordance with I.S. latest edition shall pass the test.
- (3) **Glue adhesion test** : The flush door shall be tested for glue adhesive test in accordance with I.S.: latest edition. The shutters shall be considered to have passed the test if no delamination occurs in the glue lines in the plywood and if no single delamination more than 80 mm in length and more than 3 mm in depth has occurred in the assembly glue lines between the plywood face and the stile and rail. Delamination at the corner shall be measured continuously around the corner. Delamination at the knots, knot holes and other permissible wood defects shall not be considered in assessing the sample.

The tolerance in size of solid core type flush door shall be as under:  
In Nominal thickness  $\pm 1.2$  mm in Nominal height  $\pm 3$  mm.

The thickness of the shutter shall be uniform throughout with a permissible variation of not more than 0.8 mm: when measured at any two points.

M-31. Aluminum doors, windows, ventilators :

Aluminum alloy used in the manufacture of extruded window sections shall conform to I.S. designation HEA-WP of I.S. : latest edition and also to I.S. Designation WVG-.WP of I.S. latest edition. The section shall be as specified in the drawing and design. The fabrication shall be done as directed.

The hinges shall be cast or extruded aluminum hinges of same type as in window but of larger size.

The hinges shall normally be of 50 mm. projecting type. Non-projecting type of hinges may also be used if directed. The handles of door shall be of specified design. A suitable lock for the door operable from outside or inside shall be provided. In double, shutter door, the first closing shutter shall have concealed aluminum alloy bolt at top and bottom,

### M-32. Rolling Shutters.

The rolling shutters shall conform to I.S. latest edition. Rolling shutters shall be supplied of specified type with accessories. The size of the rolling shutters shall be specified in the drawings. The shutters shall be constructed with interlocking lath sections formed from cold rolled steel strips not less than 0.9 mm. thick and 80 mm. wide for shutters upto 3.5 m, width not less than 1.25 mm, thick and 80 mm. wide for shutter 3.5 m in width and above unless otherwise specified,

Hood covers shall be of mild steel deep channel section and of rolled pressed or build up (fabricated) jointless construction. The thickness of sheet used shall not be less than 3.5 mm.

Hood covers shall be made of M S Sheets not less than 0.90 mm. thick. For shutters having width 3.5 Meter and above, the thickness of M.S. sheet for the hood cover shall be not less than 1.25 mm.

The spring shall be of best quality and shall be manufactured from tested high tensile spring steel wire or strip of adequate strength to balance the shutters in all position. The spiting pipe shaft etc, shall be supported on strong M.S. or malleable C.I. brackets. The brackets shall be fixed on or under the lintel as specified with rawl plugs and screws bolts etc.

The rolling shutters shall be of self rolling upto 8 Sq. m. clear area without ball bearing and up to 12 Sq. m. clear area with ball bearing. If the rolling shutters are of larger, than gear operated type shutters shall be used

The locking arrangement shall be provided at the bottom of shutter at both ends. The shutters shall be opened from outside,

The shutters completed with door suspension shafts, looking arrangements, pulling hooks handles and other accessories.

### M-33. Collapsible Steel Gate :

The collapsible steel gate shall be in one or two leaves and size as per approved drawings or as specified. The gate shall be fabricated from best quality mild steel channels, flats etc. Either steel pulleys or ball - bearings shall be provided in every doubly channel, Unless otherwise specified the particulars of collapsible gate shall be as under :

- (a) **Pickets** : These shall be of 20 mm. M.S. channels of heavy sections unless otherwise shows on drawings. The distance center to center of pickets shall be 12 cms with an opening of 10 Cms.
- (b) Pivoted M.& flats shall be 20 mm x 6 mm.
- (c) Top and bottom guides shall be from tee or flat iron of approved size.
- (d) The fittings like stoppers, fixing hold fasts, locking cleats brass handles and cast iron rollers shall be of approved design and size.

### M-34. Welded Steel Wire Fabric

Welded steel wire fabric for general purpose shall be manufactured from cold drawn steel wire "as drawn" or galvanized steel conforming to LS. Latest edition with longitudinal and transverse wire securely connected at every intersection by a process of electrical

resistance welding and conforming to I.S. latest edition. It shall be fabricated and finished in workmanlike manner and shall be free from injurious defects and shall be rust proof. The type of mesh shall be oblong or square as directed. The mesh sizes and size of wire for square as well as oblong welded steel wire fabric shall be as directed. The steel wire fabric in panels shall be in one whole piece in each panel as far as stock sizes permit.

**M-35. Expanded Metal, Sheets :**

The expanded metal sheets shall be free from flaws, joints, broken strands, laminations and other harmful surface defects. Expanded metal steel sheet shall conform to I.S. latest edition, except that blank sheets need not be with guaranteed mechanical properties. The size of the diamond mesh of expanded metal and dimensions of strands (width and thickness) shall be as specified. The tolerance on nominal weight of expanded metal sheets shall be of 10 percent.

Expanded metal in panels shall be in one whole piece in each panel as far as stock sizes permit. The expanded metal sheets shall be coated with suitable protective coating to prevent corrosion,

**M-36. Mild Steel Wire (Wire Gauze Jali) :**

Mild steel wire may be galvanized, as indicated. All finished steel wire shall be well cleanly drawn to the dimensions, and size of wire as specified in item. The wire shall be sound, free from splits, surface flaws, rough jagged and imperfect edges and other harmful surface defect and shall conform to I.S. latest edition.

**M-37. Plywood**

The plywood for general purpose shall conform I.S. latest edition. Plywood is made by cementing together thin boards or sheets of wood into panels. There are always an odd number of layers, 3, 5, 7, 9 ply etc. The plies are placed so that grain of each layer is at right angle to the grain in the adjacent layer.

The chief advantages of plywood over a single board of the same thickness is the more uniform strength of the plywood, along the length and width of the plywood and greater resistance, to cracking and splitting with change in moisture content.

Usually synthetic resins are used for gluing, phenolic resins are usually cured in a hot press which compresses and simultaneously heats the plies between hot plates which maintain a temperature of 90 degree C to 140 degree and a pressure of 11 to 14 Kg/Sq. Cm. on the wood. The time of heating may be anything from 2 to 60 minutes depending upon thickness.

When water glue are used the wood absorbs so much water that the finished plywood must be dried carefully. When synthetic resins are used as adhesive the finished plywood must be exposed to an atmosphere of controlled humidity until the proper amount of moisture has been absorbed.

According to I.S. Latest edition, the plywood for general purpose shall be of the grades namely BWR; WWR and CWR, depending upon the adhesives used for bonding the veneers, and it will be further classified into six types namely AA, AB, AC, BB, BC and CC,

based on the quality of the two faces, each face being moisture content not less than 8 percent and not more than 16 percent.

### 37.8. Thickness of plywood boards

Board	Thickness	Board	Thickness	Board	Thickness	Board	Thickness
3 ply	3 mm	3 ply	5 mm	3 ply	9 mm	3 ply	16 mm
	4 mm		6 mm		13 mm		19 mm
	5 mm		8 mm		16 mm		19 mm
	6 mm		9 mm		13 mm		25 mm

### M-38 Glass :

All glass shall be of the best quality, free from specks, bubbles, smokes, veins, air, holes, blisters, and other defects. The kind of glass to be used shall be as mentioned in the item or specification or in the special provisions or as shown in detailed drawings. Thickness of glass panes shall be uniform. The specifications for different kinds shall be as under:

#### Sheet Glass:

In absence of any specified thickness or weight in the item or detailed specifications of the item of work, sheet glass shall be weighing 7.5 Kg/Sq. m. for panes up to 600 mm x 500 mm.

For panes larger than 600 mm x 600 mm. and up to 800 mm x 800 mm. the glass weighing not less than 8.75 Kg/Sq. m. shall be used. For bigger panes up to 900 mm x 900 mm. glass weighing not less than 8.75 Kg/Sq. m. shall be used. For bigger panes up to 900 mm x 900 mm. glass weighing not less than 11.25 Kg/Sq. M. shall be used.

Sheet glass shall be patent flattened glass of best quality and of glazing and framing purposes shall conform to I.S. latest edition. Sheet glass of the specked colour used, if so shown on detailed drawings or so specified. For important buildings and for panes with any dimension over 900 mm. plate glass of specified thickness shall be used.

#### Plate Glass :-

When plate glass is specked, it shall be "Polished patent plate glass" of best quality. It shall have both the surface ground flat and parallel and polished to obtain clear undisturbed vision and reflection. The plate glass shall be of the thickness mentioned in the item or as shown in the detailed drawing or as specified. In absence of any specified thickness, the thickness of plate glass to be supplied shall be 6 mm. and a tolerance of 0.20 mm. shall be admissible.

#### Obscured Glass:

This type of glass transmits light so that vision is partially or almost completely obscured. Glass shall be plain rolled, figured, ribbed or fluted, or frosted glass as may be specked as required. The thickness and type of glass shall be as per details on drawings or as specified or as directed.

#### Wired Glass :

Glass shall be with wire netting embedded in a sheet of plate glass. Electrically welded 13 mm. Georgian square mesh shall be used. Thickness of glass shall not be less than 6 mm. Wired glass shall be of type and thickness as specified.

#### M-39 Acrylic Sheets :

Acrylic sheet shall be of thickness as specified in the item and of an specked shape size as the case maybe. Panels may be flat or curved. It should be light in weight. It shall be colourless or coloured or opaque as specified in the item. Colourless sheet shall be as transparent as the finest optical glass. Its light transmission rate shall be about 95%. Transparency shall not be affected for the sheets thickness of it shall be extremely resistant to sunlight, weather and temperatures.

It shall not show any significant yellowing or change in physical properties or loss of light transmission over a longer period of use. The sheet shall be impact resistant also. Sheets should be of such quality that they can be cut, bent and jointed, as desired. Solution or the joints shall be used as per the requirement of manufacturer.

#### M-40. Particle board :

The particle boards used for face panels shall of best quality free from any defects. The particle boards shall be made with phenolamaldehyde adhesive. The particle boards shall conform to IS latest edition "Specification for wood particle board for general purpose" *The size and the thickness shall be as indicated.*

#### M-41. Expanded polystyrene or tamed styroper slabs

The expanded polystyrene ceiling boards and tiles shall be of approved make and shall be of size, thickness finish and colour as indicated. It shall be of high density and suitable for use as insulation material. The insulating material shall be like slab of Thermo Cole etc.

#### M-42. Resign bonded fiber glass :

The resign bonded fiber glass tiles or rolls shall be of approved make and shall be followed.

For test of Mineral wool thermal insulation Blanker IS. : latest edition shall be of sizes, thickness and finish as indicated.

Insulation wood blanket shall be with the following coverings on one or both side as indicated.

- (1) Bituminised hessain Kraft paper for use in position where moisture has to be excluded.
- (2) Hessian cloth or Kraft paper, for keeping out dust
- (3) G. I. wire netting, suitable for surfaces to be plastered over.

#### M- 43. Fixtures and fastenings

##### General

The fixtures and fastenings, that is butt, hinges, tee and strap hinges sliding door bolts tower bolts, door latch, bath-room latch, handleless door stoppers, casement window fasteners, casement stays and ventilators catch shall be made of the metal as specked in the item or its specification.

They shall be of iron, brass, aluminum, chromium plated iron, chromium plated brass, copper oxidized iron, copper oxidized brass or anodized aluminum as specified.

The fixtures shall be heavy, medium or light type. The fixtures and fastenings shall be smooth finished and shall be such as will ensure ease of operations.

The sample of fixture and fastenings shall be got approved as regards, quality and shape before providing them in position.

Brass and anodized aluminum fixtures and fastening shall be bright finished.

Holdfasts :

Holdfasts shall be made from mild steel flat 30 cm. length and one of the holdfasts shall be bent at right angle and two nos. of 6 mm- diameter holes, shall be made in it for fixing it to the frame with screws. At the other end, the holdfast shall be forked and bent at right angles in opposite directions

Butt hinges:

Railway standard heavy type butt hinges shall be used when so specified.

Tee and strap hinges shall be manufactured from M.S. Sheet

Siding door-bolts (Aldrops):

The aldrops as specified in the item shall be used and shall be got approved.

Tower bolts (Barrel Type):

Tower bolts as specified in the item shall be used and shall be got approved.

Door Latch

The size of door latch shall be taken as the length of latch.

Bathroom Latch

Bathroom latch shall be similar to tower bolt.

Handle

The size of the handles shall be determined by the inside grip length of the handles. Handles shall have a base plate of length 50 mm. more than the size of the handle.

Door Stoppers

Door Stoppers shall be either floor door stopper type or door catch type. Floor stopper shall be of overall size as specified and shall have a rubber cushion.

Door Catch

Door catch shall be fixed at a height of about 900 mm. from the floor level such that one part of the catch is fitted on the inside of the shutter and the other part is fixed in the wall with necessary wooden plug arrangements for appropriate fixity. The catch shall be fixed 20 mm. inside the face of the door for easy operation of catch.

Wooden Door Stop with hinges

Wooden door stop of size 100 mm X 60 mm.X 40 mm. shall be fixed on the door frame with a hinge of 75 mm. size and at a height of 900 mm. from the floor level. The wooden door stop shall be provided with 3 coats of approved oil paint.

#### Casement window Fastener

Casement window fastener for single leaf window shutter shall be left or right handed as directed.

#### Casement stays (Straight Peg Stay) :

The stays shall be made from a channel section having three holes at appropriate position so that the window can be opened either fully or partially as directed. Size of the stay shall be 250 mm to 300mm as directed.

#### Ventilator Catch

The pattern and, shape of the catch shall be as approved.

#### Pivot

The base and socket plate shall be made from minimum 3 mm. thick plate, and projected pivot shall not be less than 12 mm. diameter and 12 mm. length and shall be firmly riveted to the base plate in case of iron and in single piece in the case of brass pivot.

#### M-44. Paints :

Oil paints shall be of the specified colour and shade, and as approved. The ready mixed paints shall only be used. However, if ready mixed paint of specified shade or tint is not available while ready mixed paint with approved stain will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

All the paints shall meet with the following general requirements

- (i) Paint shall not show excessive setting in a freshly opened full can and shall easily be redispersed with a paddle to a smooth homogeneous state. The paint shall show no curdling, livering, caking or colour separation and shall be free from lumps and skins.
- (ii) The paints as received shall brush easily, Possess good leveling properties and show no running or sagging tendencies.
- (iii) The paint shall not skin within 48 hour in a three quarters filled closed container.
- (iv) The paint shall dry to a smooth uniform finish free from roughness, grit, unevenness and other imperfections:

#### Enamel Paints:

The enamel paint shall satisfy in general requirements in specification of oil paints: Enamel paint shall conform to IS : latest edition.

#### M-45 French Polish

The French polish of required tint and shade shall be prepared with the below mentioned ingredients and other necessary materials

- (i) Denatured spirit of approved quality (ii) Chandras (iii) Pigment.

The French polish so prepared shall conform to IS: Latest edition.

**M-46 Marble chips for marble mosaic terrazzo :**

The marble chips shall be of approved quality and shades: It shall be hard, sound, dense and homogeneous in texture with crystalline and coarse grains. It shall be uniform in colour and free from stains, cracks, decay and weathering.

The size of various colour of marble chips ranging from the smallest upto 20 mm. shall be used where the thickness of top wearing layer is 6 mm. size. The marble chips of approved quality and colours only as per grading as decided by the Engineer-in-charge shall be used for marble mosaic tiles or works.

The marble chips shall be machine crushed. They shall be free from foreign matter, dust etc, except as above, the chips shall conform to IS latest edition.

**M-47. Flooring Tiles :**

**(A). Plain Cement tiles**

The plain cement tiles shall be of general purpose type. These are the tiles in the manufacture of which no pigments are used. Cement used in the manufacture of tiles shall be as per Indian Standards.

The tiles shall be manufactured from a mixture of cement and natural aggregates by pressure process. During manufacture, the tiles shall be subjected to pressure of not less than 140 Kg/Sq. Cm. The proportion of cement to aggregate in the backing of the tiles shall be not less than 1:3 by weight. the wearing face though the tiles are of plain cement, shall be provided with stone chips of 1 to 2 mm. size. The proportions of cement to aggregate in the wearing layer of the tiles shall be three parts of cement to one parts chips by weight. The minimum thickness of wearing layer shall be 3 mm. The colour and texture of wearing layer shall be uniform throughout its face and thickness. On removal from mould, the tiles kept in moist condition continuously at least for seven days and subsequently, if necessary, for such long periods would ensure their conformity to requirements of IS. Latest edition regarding strength resistance to wear and water absorption.

The wearing face of the tiles shall be plane, free from projections, depressions and cracks and shall be reasonably parallel to the back face of the tile. All angles shall be right angle and all edges shall be sharp and true.

The size of tiles shall generally be square shape 24.85 Cm. x 24.85 Cm: or 25 Cm. x 25 Cm. The thickness of tiles shall be 20 mm.

Tolerance of length and breadth shall be plus or minus one millimeter. Tolerance on thickness plus 5 mm.

The tiles shall satisfy the tests as regards transverse strength, resistance to wear and water absorption as per I.S. : Latest edition.

**(B) Plain Coloured Tiles:**

These tiles shall have the same specification as for plain cement tiles as per (A) above except that they shall have a plain wearing surface wherein pigments are used. They shall conform to I.S. Latest edition.

The pigments used for colouring cement shall not exceed 10 percent by weight of cement used in the mix. The pigments, synthetic or otherwise, used for colouring tiles shall have permanent colour and shall not contain materials detrimental to concrete.

The colour of the tiles shall be specified in the item or as directed.

(C) Marble Mosaic Tiles:

The tiles same specification as per plain cement tiles except the requirements as stated below:

The marble mosaic tiles shall conform to I.S. latest edition. The wearing face of the tiles shall be mechanically ground and filled. The wearing face of tiles shall be free from projections, depressions and cracks and shall be reasonably parallel to the back face of the tiles. All angles shall be right angles and all edges shall be sharp and true.

Chips used in the tiles be from smallest upto 20 mm. size. The minimum thickness of wearing layer of tiles shall be 6 mm. For pattern of chips to be had on the wearing face, a few samples with or without their full size photographs as directed shall be presented to the Engineer-in-charge for approval.

Any particular samples, if found suitable shall be approved by the Engineer- in-charge, or he may ask for a few more samples to be presented. The samples shall have to be made by the contractor till a suitable sample is finally approved for use in the work. The Contractor, shall ensure that the tiles-supplied for the work shall be in conformity with the approved sample only, in terms of its dimensions thickness of backing layer and wearing surface, materials, ingredients, colour. shade chips, distribution etc. required.

The tiles shall be prepared for cement conforming to Indian Standards or coloured portland cement generally depending upon the colour of tiles to be or as directed.

(D) Chequered Tiles :`

Chequered tiles shall be plain cement tiles or marble mosaic tiles. The former shall have the same specification as per (A) above and the latter as per marble mosaic tiles as per (C) except as mentioned below

The tiles shall be of nominal size of 250 mm. X 250 mm. if specified. The centre to centre distance of chequer shall not be less than 25 mm. and not more than 50 mm. The overall thickness of the tiles shall be 22 mm.

The grooves in the chequers shall be uniform and straight. The depth of the grooves shall not be less than 3 mm. The chequered tiles shall be plain, coloured or mosaic as specified. The thickness of the upper layer measured from the top of the chequers shall not be less than 6 mm. The tiles shall be given the first grinding with machine before delivery to site.

Tiles shall conform to relevant IS: latest edition.

(E) Chequered Tiles For Stair Cases :

The requirements of these tiles shall be the same as chequered tiles as per (D) above except in following respects :

(1) The length of a tile including nose shall be 330 mm: (2) The minimum thickness shall be 28 mm: (3) The nosing shall have also the same wearing layer as at the top: (4) The nosing edge shall be rounded. (5) The front portion of the tiles for minimum length of 75 mm. from and including the nosing shall have grooves running parallel to nosing and at centers not exceeding 25 mm. Beyond that the tiles shall have normal chequer pattern.

#### M-48. Rough Kotah Stone :

The kotah stones shall be hard, even, sound and regular in shape and generally uniform in colour, The colour of the stone shall generally be green. Brown coloured shall not be use. They shall be without any soft veins, cracks or flaws.

The size of the stones to be used for flooring shall be of size 600 mm. X 600 mm. and / or size 600 mm. X 450mm as directed. However smaller sizes will be allowed to be used to the extent of maintaining required pattern. Thickness shall be as specified.

Tolerance of minus 30 mm. on accounts of chisel dressing of edges shall be permitted for length as well as breadth. Tolerance in thickness shall be + 3 mm.

The edges of stones shall be truly chiselled and table rubbed with coarse sand before paving. All angles and edges of the stone shall be true, square and free from chipping and the surface shall be true and plain.

When machine cut edges are specified, the exposed and the edges at joints shall be machine cut. The thickness of the exposed machine cut edges shall be uniform.

#### M-49. Polished Kotah Stones :

Polished kotah stone shall have the same specification as per rough kotah stone except as mentioned below:

The stones shall have machine polished surface. When brought on site, the stones shall be single polished or double polished depending upon its use. The stones for paving shall generally be single polished. The stones to be used for dado, skirting, sink, veneering, sills, steps, etc, where machine polishing after the stone are fixed in situ is not possible shall be double polished.

#### M-50. Dholpur Stone Slab :

Dholpur stone slab shall be of best quality as approved by the Engineer-in-charge: The stone slab shall be without any veins, cracks, and flaws. The stone slab shall be even, sound and durable regular in shape and of uniform colour.

The size of the stone shall be as specified in the item or detailed drawing or as approved by the Engineer-in-charge. The thickness of the stone shall be as specified in the item of work with the permissible tolerance of plus or minus 2 mm. the provisions in respect of polishing as for polished kotah stone shall apply to polished Dholpur stone also. All angles and edges of the face of the stone slab shall be fine chiselled or polished as specified in the item of work

and all the four edges shall be machine out. All angles and edges of the stone slab shall be true and plane.

The sample of stone shall be got approved by the Engineer-in-charge for a particular work. It shall be ensured that the stones to be used in a particular work shall not differ much in shade or tint from the approved sample.

#### M-51. Marble Slab :

Marble slab shall be white or of other and of best quality as approved by the Engineer-in-charge.

Slabs shall be hard close, uniform and homogeneous in texture. They shall have even crystalline grain and free from defects and cracks. the surface shall be machine polished to an even and perfect plane surface and edges machine cut true and square. The rear face shall be rough to provide key for the mortar.

Marble slabs with nature veins, if selected shall have to be laid as per the pattern given by the Engineer-in-charge. Size of the slab minimum 460 mm. X 450 mm: and preferably 600 mm. X 600 mm. However smaller sizes will be allowed to be used to the extent of maintaining required pattern.

The slab shall not be thinner than the specified thickness at its thinnest part. A few specimen of finished slab to be used shall be deposited by the Contractor in the office for reference.

Except as above, the marble slabs shall conform to IS: Latest edition.

#### M-52. Granite Stone slab :

Granite shall be of approved colour and quality. The stone shall be hard, even sound and regular in shape and generally uniform in colour. It shall be without any soft veins, cracks or flaws.

The thickness of the stone shall be as specified in item.

All exposed faces shall be double polished tender truly smooth and even reflecting surface. The exposed edges and corners shall be rounded off as directed. The exposed edges shall be machine cut and shall have uniform thickness.

#### M-53. PVC Flooring

PVC sheet for PVC, floor covering shall be of homogenous flexible type, conforming to I.S. Latest edition. The PVC covering shall neither develop any toxic effect while put to use for shall give off any disagreeable odour.

Thickness of flexible type covering Tiles shall be as specified in the description of the item.

The flexible shall be backed with hessian or other woven fabric. The following tolerances shall be applicable on the nominal dimensions of the tiles or tiles :

(a) Thickness  $\pm 15$  mm.

(b) Length of Width :

- |  |  |
|--|--|
| 1. 300 mm. square tiles $\pm 0.20$ mm  | 3. 900 mm, square tiles $\pm 0.60$ mm, |
| 2. 600 mm. Square tiles $\pm 0.40$ mm. | 4. Sheets and roll $\pm 0.10$ percent. |

Adhesive:

The adhesive for PVC flooring shall be of the type and make recommended by the manufactures of PVC sheets/tiles.

#### M-54 Facing Tiles

The facing tiles (burnt clay facing bricks) shall be free from cracks and nodules of free lime. They shall be thoroughly burnt and shall have plane rectangular faces with parallel sides and sharps straight right angled faces.. The texture of the finished surface that will be exposed when in place shall conform to an approved sample consisting not less than four stretch bricks each representing the texture desired. The facing tiles shall have a pleasing appearance sufficient resistance to penetration by rain and greater durability than common bricks. The tiles shall conform to I.S.Latest edition.

I

The standard size of facing brick tiles shall be 19 x 9 x 4 cms. The facing brick tiles shall be provided with frog which shall conform to IS: Latest edition.

The permissible tolerance in dimensions specified above shall be as follows :

Size	Tolerance for	
	1st class brick	2nd class brick
19	± 6 mm	± 10 mm
9	± 3 mm	± 7 mm
4	± 1.5 mm	± 3 mm
The tolerance for distortion or warpage of face or edges of individual brick form a plane surface and from a straight line respectively shall be as follows:		
Facing dimensions		Permissible tolerance
Max. below 19 cms		Max 2.5 mm
--do-- above 19 mm		Max 3.0 mm

The average compressive strength obtained as a sample of five tiles when tested in accordance with the procedure laid as per IS: Latest edition shall be not less than 175 Kg/Sq. Cm. The average compressive strength of any individual bricks shall be not less than 160 Kg/Sq. Cm.

The average water absorption for five bricks tiles shall not exceed 12 percent of average weight of brick before testing. The absorption for each individual bricks shall not exceed 25 percent.

The brick tiles when tested in accordance with IS: Latest edition, the rate of efflorescence shall not be more than "Slightly effloresced"

#### M-55. White glazed tiles

The tiles shall be of best quaky as approved by the Engineer- in-charge. They shall be foat and true to shape. They shall be free from cracks, crazing spots, chipped edges and corners. The glazing shall be of uniform shade.

Variation from the stated sizes, other than the thickness of tile shall be plus or minus 1.5 mm. The thickness of tile shall be 6 mm. Except as above the tiles shall conform to I.S. Latest edition.

**M-56. Galvanized Iron Pipes and Fittings:**

Galvanized iron pipe shall be of the medium type and of required diameter and shall comply with IS: latest edition. The specified diameter of the pipes shall refer to the inside diameter of the bore. Clamps, screw and all galvanized iron fittings shall be of the standard 'R' or equivalent make.

**M-57. Bib cock and stop cock:**

A bib cock is a draw off tap with a horizontal inlet and free outlet. A stop cock is a valve with a suitable means of connection for insertion in a pipeline for controlling or stopping the flow.

They shall be of screw down type and or brass chromium plated and of diameter as specified in the description of the item. They shall conform to IS: latest edition and they shall be of best Indian make. They shall be polished bright.

The minimum finished weight of bib cock and stop cock shall be as given below:

Diameter	Bib cock	Stop cock	Diameter	Bib cock	Stop cock
8 mm	0.25 kg	0.25 kg	15 mm	0.40 kg	0.40 kg
10 mm	0.30 kg	0.35 kg	20 mm	0.75 kg	0.75 kg

**M-58. Gun metal wheel valve:**

The gun metal wheel valve shall be of approved quality. These shall be of gun metal fitted with wheel and shall be of gate valve opening full way and of the size as specified. These shall conform to IS: latest edition.

**M-59. White glazed porcelain wash basin:**

Wash basin shall be of white porcelain first quality best Indian make and it shall conform to IS: latest edition. The size of the wash basin shall be as specified in the item. Wash basin shall be of one piece construction with continued over flow arrangements. All internal angles shall be designed so as to facilitate cleaning. Wash basin shall have single tap hole or two holes as specified. Each basin shall have a circular waste hole which is either revated or beveled internally with 65 mm diameter at top and 10 mm depth to suit the waste fitting. The necessary stud slot to receive the bracket on the under side of the basin shall be provided. Basin shall have an internal soap holder recess which shall fully drain into the bowl.

White glazed pedestal of the quality and color as that of the basin shall be provided where specified in the item. It shall be completely recessed at the back for reception of supply and wash pipe. It shall be capable of supporting the basin rigidly and adequately and shall be so designed as to make the height from the floor to top of the rim of basin 750 mm to 800 mm as directed.

**M-60. European type water closet with low level flushing:**

The European type water closet shall be white glazed porcelain first quality and shall be of wash down type conforming to IS: latest edition.

'S' trap shall be provided as required with water seal not than 50 mm. The solid plastic seal and cover shall be of best Indian make conforming to IS: latest edition. They shall be made of moulded synthetic materials which shall be tough and hard with high resistance to solvents and shall be free from blisters and surface defects and shall have chromium plated brass hinges and rubber buffer of suitable size.

M-61. Orissa type water closet:

The specification of Orissa type white glazed water closet of first quality shall conform to IS: latest edition and relevant specification of Indian type water closet except that pan will be with the integral squatting pan of size 580 x 440 mm with raised footrest.

M-62. Indian type water closet:

The Indian type white glazed water closet of first quality shall be of size as specified in the item and conforming to IS: latest edition. Each pan shall have integral flushing. It shall also have an inlet at back or front for connecting flush pipe as directed. The inside of the bottom of the pan shall have sufficient slope from the front towards the outlet and surface shall be uniform and smooth. Pan shall be provided with 100 mm. diameter "P" or "S" trap with approximately 50 mm. Water seal and 50 mm. diameter venthorn.

A Foot Rests

A pair of white glazed earthen ware rectangular foot of minimum size 250 mm. x 130 mm x 20 mm shall be provided with the water closet.

Glazed Earthen Ware Sink

The glazed earthen ware sink shall be of specified size, colour and quality. The sink shall conform to I. S. latest edition. The brackets for sinks shall conform to IS: latest edition.

The pipes shall conform to I.S. latest edition for steel and lead pipes respectively. 32 mm. brass waste coupling of standard pattern with brass chain and rubber plug shall be provided with sink.

M-64. Glazed earthen-ware Lipped type flat back urinal / corner type urinal.

The lipped type shall be flat. back or corner type as specified in the item and shall conform to IS: Latest edition. It shall be of best Indian make and size as specified and approved by the Engineer-in-charge. The flat back or corner type urinal must be of 1st quality free from any defects, cracks etc.

M. 65. Low level enamel flushing tank

The low level enamel flushing tank shall be of 15 litres capacity. It shall conform to IS: latest edition. The flushing cistern shall be of best quality and free from any defects. The flushing tank shall have outlet 32 mm. diameter. The outlet shall be connected with WC. Pan by lead pipe or PVC pipe as specified. The flushing cistern shall be provided with inlet and outlet for fixing G.I. inlet pipes and overflow pipes. The flushing cistern shall be provided with chromium plated handle for flushing. The flushing tank shall be provided with bracket of cast iron so that it can be fixed on wall at specified height. The, brackets shall conform to I.S. latest edition.

M-66. Cast iron flushing cistern.

The cast iron flushing cistern shall be of 15 litres capacity. It conform to IS. latest edition, The flushing cistern shall be of best quality free from any defects, The flushing cistern shall have outlet of 32 mm. diameter. The lead pipe shall conform IS: latest edition. For fixing G.I. inlet pipes and overflow pipe 20 mm dia inlet and outlet shall be got provided. The flushing, cistern shall be provided with galvanized iron chain and pull of sufficient length and shall be got approved from the engineer-in-charge. The cast iron flushing cistern shall be painted with

one coat of anti-corrosive paint and two coats of paints. The flushing cistern shall be fixed on two C.I. brackets. The C.I. bracket shall conform to IS: latest edition.

#### M-67 Flush Cock

Half turn flush cock (Heavy weight) shall be of gun metal chromium plated of diameter as specified in the description of the item. The flush cock shall conform to relevant Indian Standard.

#### M-68 Cast iron pipes and fittings.

All soil, water, vent and antisiphonage pipe and fitting shall conform to IS: latest edition. The pipe shall have spigot and socket ends with head on spigot end. The pipes and fittings shall be true to shape, smooth, cylindrical their inner and outer surfaces being as nearly as practicable concentric. They shall be sound and nicely cast and shall be free from cracks, laps pinholes or other imperfection and shall be neatly dressed and carefully settled.

The end of pipes and fittings shall be, reasonable square to their axis.

The sand cast iron pipes shall be of the diameter as specified in the description and shall be in lengths of 1.5 M, 1.8 M. and 2 M. including socket ends of the pipe unless shorter lengths are either specified or required at junctions etc. The pipes and fittings shall be supplied, without ears unless specified or directed otherwise.

#### Tolerances

The standard weights and thickness of pipes shall be as shown in the following table:

Sr No	Nominal dia. of bore	Thickness	Overall	Weight of pipe	Excluding ears
1	75 mm	5.0 mm	1.5 m long 12.83 kg	1.8 m long 16.52 kg	2 m long 18.37 kg
2	100 mm	5.0 mm	18.14 kg	21.67 kg	24.15 kg

A tolerance upto minus 15 percent in thickness and 20 mm in length will be allowed. For fittings tolerance in lengths shall be plus 25 mm and minus 10 mm.

The thickness of fittings and their socket and spigot dimensions shall conform to the thickness and dimensions specified for the corresponding sizes of straight pipes. The tolerance in weights and thickness shall be the same as for straight pipes.

#### M-69. Nahni Trap:

Nahni trap shall be of cast iron and shall be sound and free from porosity or other defects which affect serviceability. The thickness of the base metal shall not be less than 6.5 mm. The surface shall be smooth and free from craze, chips and other flaws or any other kind of defect which affect serviceability. The size of nahni trap shall be as specified and shall be of self cleaning design.

The nahni trap shall be of quality approved by the engineer-in-charge and shall generally conform to the relevant Indian Standard.

The nahni provided shall be with deep seal, minimum 50 mm except at places where trap with deep seal cannot be accommodated. The cover shall be cast iron perforated cover shall be provided on the trap of appropriate size.

**M-70. Gully Trap:**

The gully trap shall conform to IS: latest edition. It shall be sound, free from defects such as fire cracks or hair cracks. The glaze of the traps shall be free from crazing. They shall give a sharp clear note when struck with light hammer. There shall be no broken blisters.

The size of the gully trap shall be as specified in the item.

Each gully trap shall have one C.I. grating of square size corresponding to the dimensions, of inlet of gully trap. It will also have a water tight C.I. cover with frame inside dimension 300 mm x 300 mm. The cover with frame inside dimensions 300 mm x 300 mm the cover weighing not less than 4.53 kg and the frame not less than 2.72 kg. The grating cover and frame shall be of sound and good casting and shall have truly square machined seating faces.

**M-71. Glazed stone ware pipe and fittings:**

The pipes and fittings shall be of best quality as approved by engineer-in-charge. The pipe shall be of best quality manufactured from stoneware of fire clay, salt glazed thoroughly burnt through the whole thickness, of a close even texture, free from air blows, fire blisters, cracks and other imperfections, which affect the serviceability. The inner and outer surfaces shall be smooth and perfectly glazed. the pipe shall be capable to withstand pressures of 1.5 m lead without showing sign of leakage. The thickness of the wall shall not be less than 1/12th of the internal dia. the depth of socket not be less than 38 mm. The socket shall be sufficiently large to allow a joint of 6 mm around the pipe.

The pipes shall generally conform to relevant IS latest edition.

**M-72. Wall Peg Rail:**

The aluminum wall peg rail shall have three aluminum pegs of approved quality and size. It shall be fixed on teak wood plank of size 450 mm x 20 mm. The teakwood shall be french polished or oil painted as specified.

**M-73. G.I. Water Spot:**

The G.I. pipes of 40 mm dia shall be of medium quality and specials shall be of 'R' brand or equivalent of the best approved quality.

The pipe shall have length as required for the thickness of wall in which it is fixed, and at outside end tee and bend cut at half the length shall be provided and at other end, coupling shall be provided to have better fixing. The water spout shall be provided as per detailed drawing or as directed.

**M-74. Asbestos Cement Pipe (A.C. Pipe)**

The asbestos cement pipe of diameter as specified in the description of the item shall conform to I.S. latest edition. Special like bends, shoes, cowls etc. shall conform to relevant Indian Standards. The interior of pipe shall have a smooth finish, regular, surface and regular internal diameter. The tolerance in all dimension shall be as per IS: latest edition.

**M-75. Crydon Ball valve**

Ball valve of screwed type including polythene float and necessary level etc. shall be of the size as mentioned in the description of item and shall conform to IS: latest edition.

**M-76. Bitumen Felt For Water Proofing And Damp Proofing**

Bitumen felt shall be on the fiber bases and shall be of type 2, self finished felt grade-2 and shall conform to IS: latest edition.

**M-77. Selected Earth**

The selected earth shall be that obtained from excavated material or shall have to be brought from outside as indicated in the item. If item does not indicate anything the selected earth shall have to be brought from outside.

The selected earth shall be good yellow soil and shall be got approved from the Engineer-in-charge. In no case black cotton soil or similar expansive and shrinkable soil shall be used. It shall be clean and free from all rubbish and perishable materials, stones or brick bats. The clods shall be broken to a size of 50 mm. or less. Contractor shall make his own arrangement at his own cost for land for borrowing selected earth. The stacking of material shall be done as directed by the Engineer-in-charge in such a way as not to interfere with any constructional activities and in proper stacks.

When excavated material is to be used, only selected stuff got approved from the Engineer-in-charge shall be used. It shall lie stacked separately and shall comply with all the requirements of selected earth mentioned above.

**M-78. Barbed Wire.**

The barbed wire shall be of galvanized steel and it shall generally conform to IS: latest edition. The barbed wire shall be of type-I whose nominal diameter for line wire shall be 2.5 mm and point wire 2.24 mm. The nominal distance between two barbs shall be 75 mm, unless otherwise specified in the item. The barbed wire shall be formed by twisting together two line wires, one containing the barbs. The size of the line and point wires and barb spacing shall be as specified above. The permissible deviation from the nominal diameter of the line wire and point wire shall not exceed 0.08 mm.

The barbs shall carry four points and shall be formed by twisting two point wires, each two turns, lightly round one line wire, making altogether four complete turns. The barbs shall be so finished that the four points are set and locked at right angles to each other. The barbs shall have a length of not less than 13 mm. and not more than 18 mm. The point shall be sharp and cut at an angle not greater than 35 degree of the axis of the wire forming the barbs.

The line and point wires shall be circular section, free from scale and other defects and shall be uniformly galvanized. The line wire shall be in continuous length and shall not contain any

welds other than those in the rod before it is drawn. The distance between two successive splices shall not be less than 15 meters.

The lengths per 100 Kg. of bar-bed wire IS: type I shall be as under : Nominal 1000 meters.  
Minimum 934 Meter. Maximum 1066 Meter.

Addl.Asst.Engineer  
Rajkot Muni. Corporation

Dy.Ex.Engineer  
Rajkot Muni. Corporation

Addl. City Engineer  
Rajkot Muni. Corporation

Signature of Contractor.

### GENERAL TECHNICAL GUIDELINE

- 1.0 All the items occurring in the work and as found necessary during actual execution shall be carried out in the best workman like manner as per specifications and the written order of the Engineer in charge
- 1.1 Extra Claim in respect of extra work shall be allowed only if such work is ordered to be carried out in writing by the Engineer in charge
- 1.2 The contractor shall engage a qualified Engineer for the Execution of work who will remain present for all the time on site and will receive instructions and orders from the Engineer in charge or his authorized representative. The instruction and orders given to the contractor representative on site shall be considered as it given to the contractor himself.
- 1.3 The work order book as prescribed shall be maintained on the site of the work by the contractor and the contractor shall sign the orders given by the inspecting officers and shall carry out them properly.
- 1.4 Quantities specified in the tender may vary at the time of actual execution and the contractor shall have no claim for compensation on account of such variation
- 1.5 Unexcavated lengths shall be left wherever required and so directed by the Engineer in charge during the currency of the contract and shall be tackled. If required, before completion of work.
- 1.6 Diversion of road, if necessary, shall be provided and maintained during the currency of the contract by the contractor at his cost.
- 1.7 Figured Dimensions of drawing shall supersede measurements by scale, special dimensions or directions in the specifications shall supersede all other dimensions.
- 1.8 The contractor shall be responsible to take regular level on the approved alignment before actually starting the work. The levels shall be commenced to the G.T.S. levels and shall be got approved from the Engineer in charge
- 1.9 If the arrangement of temporary drainage or waterway is required to be made during any work of this Contract, this shall be made by the Contractor without claiming any extra cost.
- 2.0 The rates are inclusive of dewatering, if required.
- 3.0 Testing of the materials shall have to be tested periodically as suggested by the Engineer-incharge at Government approved material testing Laboratory and testing charges for the same has to be borne by the contractor.

Addl. Asst. Engineer  
Rajkot Muni. Corporation

Dy. Ex. Engineer  
Rajkot Muni. Corporation

Addl. City Engineer  
Rajkot Muni. Corporation

Signature of contractor

**Bidders are required to fill up all blank spaces in this Bid Form**

The Commissioner  
Rajkot Municipal Corporation  
Dr. Ambedkar Bhavan  
Dhebar Road  
Rajkot

Dear Sir,

**SUB :** Demolition of existing Health Centre and Construction of new  
RCH Centre at Vijay Plot Street No.12 in Ward No.7

Having visited the site and examined the Bid Documents, Drawings, Conditions of Contract, Specifications, Schedules, Annexures, Preamble to Price Schedules, Price Schedules etc. including Addenda/Amendments to the above, for the execution of the above Contract, we the undersigned offer to carry out as given in Conditions of Contract and in conformity with the Drawings, Conditions of Contract, Specifications, Preamble to Price Schedules, Price Schedules, Annexures, Bidding Documents, including Addenda Nos. \_\_\_\_\_ (insert numbers) for \_\_\_\_\_ %age (in figure) \_\_\_\_\_ (in words) below / above than the rates given in Price Schedule.

2. I / We agree that
  - (a) if we fail to provide required facilities to the Employer's representative or any other person/agency by the employer to perform on his behalf for carrying out the inspection and testing of materials and workmanship
  - or
  - (b) if we incorporate into the Works, materials before they are tested and approved by the Engineer's representative
  - or
  - (c) if we fail to deliver raw water of required quantity according to the conditions/stipulations of the Contract, the Engineer will be at liberty to take any action including termination of Contract and impose at his absolute discretion any penalties, and/or reject the work.
3. We undertake, if our Bid is accepted, to complete and deliver the Works in accordance with the Contract within the time limit described in the tender document, from the date of Work order issued to us by you.
4. We agree to abide by this Bid for a period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. In the event of our Bid being accepted, we agree to enter into a formal Contract Agreement with you incorporating the conditions of Contract thereto annexed but until

such agreement is prepared this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

6. We agree, if our Bid is accepted, to furnish Performance Bond/Security in the forms and of value specified in the Conditions of Contract of a sum equivalent to 5% of the Contract price for due performance of the Contract.
7. We have independently considered the amounts of liquidated damages shown in Appendix to Bid and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the Work not being completed by us in time.
8. I/We agree to pay the Government Income-Tax, CGST, SGST, Sales Tax on contraction, Labour Cess, Professional Tax and Other Taxes prevailing from time to time on such items on which the same leviable and the rates quoted by me/us are inclusive of the same.
9. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of the person)

\_\_\_\_\_  
(In the capacity of)

Company Seal

\_\_\_\_\_  
(Name of firm)

Duly authorised to sign Bid for and on behalf of  
(Fill in block capitals)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

### **ADDITIONAL CONDITIONS**

1. The contractor shall have to provide his own level instrument for this work.
2. The safety of the traffic is the prime important factor. Along the trenches on both the side, a hump of excavated stuff of minimum height 3 to 5 ft shall have to be provided till the work is got completed. However, where there is no defined road, in such area, the fencing/ lighting etc., requires to be provided as per clause 1.1.15. Sign Board shall have to be provided at required locations, so that there will not be any fatal accident.
3. After entering into an agreement, the agency shall have to finalize the agency for supply of the material like Precast RCC slab and column and the name of manufacturer / supplier should immediately be informed to Rajkot Municipal Corporation so that Rajkot Municipal Corporation can also expedite the manufacturer / supplier for the material. If necessary, Rajkot Municipal Corporation will visit and inspect the factory. During the inspection, if Rajkot Municipal Corporation is not satisfied then the contractor shall have to procure the material from other manufacturer(s).
4. While the work in progress, there is possibility of change in location line according to the site conditions. Under these circumstances, the contractor shall have to carry out the work accordingly, for which, no extra payment shall be made in such situations. Over and above, the decision of Engineer-in-charge for change in line shall be final and binding to the contractor.
5. The quantity of various items mentioned in the schedule-B is liable to increase or decrease. Under the circumstances, the contractor shall have to carry out the work accordingly. Rajkot Municipal Corporation will not entertain any dispute in this regard.
6. In case of any ambiguity found in inspections / drawings, specifications, etc, the decision of engineer-in-charge shall be final and binding to the contractor.
7. Rates quoted in Bill of Quantities to cover everything necessary for complete Execution of work :

The rates quoted will be held to cover everything necessary of the due and complete execution of the work according to the drawings and the several conditions and the stipulations of the contract, including specification, or the evident intent and meaning of all or either of them or according to customary usage and for the periodical and final inspection and test and proof of the work in every respect and for measuring, numbering or weighing the same including setting out and laying or fixing in position and the provision of all materials,

Power, tool rammers, beaters, labour, tackle platforms with impervious lapped joints for scaffolding ranging rods, straight edges, centering and boxes, wedges, moulds, templates, post straight rails, boning-staves, measuring rods, page boards, shores, barriers, fencing, lighting, pumping apparatus, temporary arrangements of passage of traffic, access to premises and continuance of drainage, water supply and lighting (if interrupted by the work) lard temporary sheds and buildings nahanis roofed in or otherwise haulage, painting, varnishing, polishing, establishments for efficient supervision and watching arrangements for the efficient protection of life and property and all requisite plant, implements and appliances every kind, except only such matter and things as it may be distinctly stated here in are to be supplied by the contractors. A rate for anyone description of work is to be held to include such items of other classes of and for these on

separate specific charge will be admitted. The contractors shall keep every portion of the work clear of accumulation from time to time and shall leave every portion of the work clean, clear, perfect and at the conclusion of whole, providing at their own cost all such material implement appliances and labour as the Engineer may require to prove if it is to be so.

8. The contractors are particularly directed to observe from the Articles of Agreement and the specifications, what is to be included in their rates for the several portions of the work and also under what conditions payments are to be made.
9. This office Circular bearing No.RMC/C/329 dated 22-12-2012 and Order No.RMC/C/132 dated 10-06-2013 are uploaded separately as a part of tender document. The Contractors/Consultants quoting their rates shall have to read, implement, and submit the same duly signed along with the documents to be submitted during physical submission.
10. In reference to the above Circular and Order cited para above, the Contractors/Consultant who have quoted their rates for this work will be called in person for verification of original documents. The date and time for verification of original documents will be as prescribed in the tender document.
11. After issuance of work order for this tender, if the work falls under any kind of dispute then Rajkot Municipal Corporation reserves the right to terminate the contract for this work awarded to the contractor or execute part work. The decision of Rajkot Municipal Corporation in this regard will be final and binding to the contractor.
12. Till the Completion Certificate is issued by Rajkot Municipal Corporation, the agency will be the sole responsible for security of material and structure at site.
13. The quantities given in the Schedules are provisional. The Rajkot Municipal Corporation reserves the right to increase or decrease the quantity of work or totally omit any item work and the contractor shall not be entitled to claim any extras or damages on these grounds & he is bound to execute the work as per the instruction of the Engineer-in-charge.
14. It is further clarified that Performance Guarantee (SD) for extra work will also be recovered @ 10% from the bill of extra work i.e. works beyond tender amount.
15. The bidder must understand clearly that the prices quoted are for the totally works or the part of the total works quoted for and include all costs due to materials, labour, equipments, supervision, other services, royalties, taxes, duties, etc., and to include all extra to cover the cost. No claim for additional payment beyond the prices quoted will be entertained and the bidder will not be entitled subsequently to make any claim on any ground.
16. Qualified engineer must be deployed on site and at Plant. The details of qualified engineers are to be given to RMC at the time of bidding of this tender.
17. The whole work shall be executed by qualified Site Engineer. The required L-Section and Cross section is to be prepared by contractor at his own cost. The work should be done by leveling instrument. The Drawings shall be submitted accordingly in advance before starting the work. No extra payment will be made

for the above work. Contractor has to submit Bill form with hard copy and soft copy of cross section and L-section of work completed. No bill be accepted without above drawings.

18. The agency to whom the work will be awarded shall have to arrange its own vehicle for to and fro transportation of the staff of Rajkot Municipal Corporation till the work is completed at his own cost.
19. If any irregularities found during the work then penalty will be imposed by Engineer-in-charge or any higher officer. If any disputes arises regarding penalty imposed by Engineer-in-charge than decision of Municipal Commissioner will be final and binding to agency.
20. The time limit will remain same as mentioned in the tender document and the work is to be completed accordingly.
21. Tender of such Contractor not having registration in appropriate Class and Category, will be treated as non-responsive. In case of any conflicting provisions between registration of appropriate category and Pre-qualification criteria, the later shall govern the process of bid evaluation.
22. The agency shall have to quote their rates only after visiting the site and looking to the site conditions.
23. DEFECTS: Date of completion for start of defect liability period for a particular road will be considered as the last date mentioned in the completion of work recorded in Measurement Book. The contractor shall be required to make good all the damages / defects identified and conveyed to him, during the entire defect liability period. The method and time limit of rectification will be decided by the Engineer in charge. If the contractor fails to carry out rectification as per the instructions, the same will be carried out at his cost and and the cost will be recovered from the amount retained.
24. Joint venture shall not be allowed under this tender.
25. After the completion of work, at the interval of every month, joint inspection must be done by the agency and RMC staff and then agency has to submit the report stating the condition of road to Rajkot Municipal Corporation. The final checking report stating the condition of road is also to be submitted by the agency before one month of the expiry of defect liability period to the competent authority.
26. The Contractor shall carry out modifications in the procedure of work, if found necessary, as directed by the Engineer during inspection. Works falling short of quality shall be rectified/ redone by the Contractor at his own cost, and defective work shall also be removed from the site of works by the Contractor at his own cost.
27. Defective Materials: All materials which the Engineer/ his representative has determined as not confirming to the requirements of the Contract shall be rejected whether in place or not; they shall be removed immediately from the site as directed. Materials, which have been subsequently corrected, shall not be used in the work unless approval is accorded in writing by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer/ his representative given under this clause, the Engineer-in-charge shall have authority to cause the removal of rejected material and to deduct the removal cost thereof from any payments due to the contractor.

28. The Royalty of each and every material, required to be paid is to be borne by the contractor.
29. Testing of each material as and when required by Rajkot Municipal Corporation, is to be carried out in Government approved laboratory by the contractor at his own cost. Schedule of testing of material will be as per R&B, State Government Manual and I S Code provision.
30. Necessary tests for material quality, soil tests etc. shall be carried out as per the instructions of engineer-in-charge by contractor at his own cost and reports to be submitted to the engineer-in-charge.
31. The testing of metal and the design as per IRC shall have to carried out by the contractor at his own cost.
32. The word "Arbitration" or "Arbitration Clause" wherever mentioned in this tender document, is now to be treated as "Deleted". In this context, an Order bearing No.RMC/Legal/1858 dated 18-02-2017 of Legal Department of Rajkot Municipal Corporation is uploaded separately along with this tender, which Order, will hereafter be referred and taken into consideration for Arbitration related purpose for the tenders of Rajkot Municipal Corporation.

Addl.Asst.Engineer  
Rajkot Muni. Corporation

Dy.Ex.Engineer  
Rajkot Muni. Corporation

Addl. City Engineer  
Rajkot Muni. Corporation

Signature of Contractor

#### Note on Schedule

1. The bid is percentage rate bid.
2. The rates and prices shall be submitted in the formats given in the online Price Schedules. Rates and prices received in any other formats will be rejected and the Bids will be disqualified.
3. It will be entirely at the discretion of the Employer to accept or reject the bidder's proposal, without giving any reasons whatsoever.
4. In Price Schedule, bidder shall quote his percentage Equal/Above/Below for items listed in the schedule. Prices quoted in Schedule only will be considered for price evaluation & shall form a part of the Contract Agreement.
5. The Only Price Schedule will be considered for financial evaluation of the bid with the successful bidder.
6. The bidder shall be deemed to have allowed in his price for provision, maintenance and final removal of all temporary works of whatsoever nature required for construction including temporary bunds, diverting water, pumping, dewatering etc. for the proper execution of works. The rates shall also be deemed to include any works and setting out that may be required to be carried out for laying out of all the works involved.
7. Where there is a discrepancy between the unit rates and the amount entered, the latter shall govern.
8. The Price Schedules are to be read in conjunction with the Conditions of Contract, the Specifications and other sections of these bid documents and these documents are to be taken as mutually explanatory of one another.
9. Prices quoted by the bidder shall be firm for the entire period of Contract without any escalation.
10. The bidder shall interpret the data furnished and carry out any additional survey work, or investigative work required at his own cost.
11. The prices quoted shall also include the cost of materials utilized for testing.
12. The bidder should acquaint himself with the site conditions including the access to Worksite. The successful bidder shall have to make suitable access to worksites at his own cost. These accesses will be used by the other contractors working for RMC.
13. Agency shall have to engage Structural Engineer approved by Rajkot Municipal Corporation and shall have to submit the structural design for RCC design and steel work for this work, for which, no extra payment will

be made by Rajkot Municipal Corporation. The work is to be carried by taking necessary approval for structural design from competent authority of Rajkot Municipal Corporation.

Structural Engineer must possess Degree of M.E. and shall have 10 Years of experience. RMC may proof check the design submitted by the Structural Engineer through another Structural Engineer, the cost of which is to be borne by Agency.

14. The material shall be inspected Departmentally, the cost of which, if any, is to be borne by contractor.
15. The contractor shall have to quote their rates including GST and other taxes and the Invoice with break-up of GST is to be submitted accordingly, failing which, such amount will be deducted from the bill of the agency and deposited accordingly.

The contractor shall have to purchase the material required for this tender work, only from the supplier having registered GST Number. RMC will not be responsible to pay any amount towards GST if the material is purchased from the unregistered supplier / not having GST Number.

16. Testing of the materials like; Sand, Field Metal, Aggregate, etc. should have to be tested periodically as suggested by the Engineer-in-charge at Government approved material testing Laboratory and testing charges for the same has to be borne by the contractor.
17. The Royalty of each and every material, required to be paid is to be borne by the contractor.
18. Testing of each material as and when required by Rajkot Municipal Corporation, is to be carried out by the contractor at his own cost. Schedule of testing of material will be as per R&B, State Government Manual and I S Code provision.
19. The whole work shall be executed by qualified Site Engineer. The required L-Section and Cross section is to be prepared by contractor at his own cost. The work should be done by levelling instrument. The Drawings shall be submitted accordingly in advance before starting the work. No extra payment will be made for the above work. Contractor has to submit Bill form with hard copy and soft copy of cross section and L-section of work completed. No bill will be accepted without above drawings.
20. Necessary tests for material quality, soil tests etc. shall be carried out as per the instructions of engineer-in-charge by contractor at his own cost and reports to be submitted to the engineer-in-charge.
21. The contractor shall have to get registered under ESI (Employer's State Insurance) Act and obtain ESI Registration number if the number of workers are 10 Nos. or more. Also, the agency shall have to give all the benefits to the workers as available under the ESI Act. The agency should follow all the rules and regulations of ESI Act as per prevailing norms.

22. The testing of metal and the design as per IRC shall have to carried out by the contractor at his own cost.
23. In case of extra item work if quoted and approved tender price is above Percentage Rate then no above percentage rate will be given, only the rates as per S.O.R. will be paid for such extra item. But, if the quoted and approved tender price is below percentage rate then that below percentage rate will be considered for paying of any extra item

Addl.Asst.Engineer  
Rajkot Muni. Corporation

Dy.Ex.Engineer  
Rajkot Muni. Corporation

Addl. City Engineer  
Rajkot Muni. Corporation

Signature of Contractor.

Rajkot Municipal Corporation

Name of work: - Demolition of existing Health Centre and Construction of new RCH Centre at Vijay Plot Street No.12 in Ward No.7 (Re – Tender)

## :: SCHEDULE - B ::

Sr. No.	Qty.	Items	Units.	Rate	Amount
1	209.00	Dismantling of Super Structure and disposing it in 90 mtr lead area	Cu.MT	242.00	50578.00
2	28.43	Dismantling of RCC	Cu.MT	518.00	14728.04
3	238.00	Excavation of Foundation in Soft Murrum, Soil or Sand from 0.0 mtr. to 1.50 mtr depth including lifting and laying in designated place as instructed	Cu.MT	96.60	22990.80
4	82.00	Excavation of Foundation in Hard Murrum, Soil or Sand from 0.0 mtr. To 1.50 mtr depth including lifting and laying in in designated place as instructed	Cu.MT	103.50	8487.00
5	54.00	Excavation of Foundation in Soft rock from 0.0 mtr. To 1.50 mtr depth including lifting and laying in designated place as instructed	Cu.MT	220.80	11923.20
6	30.00	Foundation filling with CC work in proportion of 1:2:4 using 1.5 cm to 2.0 cm aggregate including Ramming, Curing etc.	Cu.MT	3913.20	117396.00
7	37.00	CC work 1:1.5:3 for RCC footing using aggregate of size 10-20 mm, centring, curing, finishing etc. complete (without reinforcement)	Cu.MT	4862.00	179894.00
8	123.00	CC work 1:1.5:3 for Beam using aggregate of size 10-20 mm, centring, curing, finishing etc. complete (without reinforcement)	Cu.MT	5449.00	670227.00
9	412.00	Masonry work using Aerated light weight concrete block having crushing strength not less than 35 kg/sqcm for superstructure above plinth level upto floor two level in cement mortar 1:5(1 cement : 5 fine sand) complete as per technical specification	Cu.MT	4700.40	1936564.80

Sr. No.	Qty.	Items	Units.	Rate	Amount
10	28.00	Brick Masonry Partition Wall in Cement:Mortar 1:4 (3.5 to 4.5 inch thick)	Sq.Mt.	411.00	11508.00
11	1205.00	20 mm thick Sand Face Cement Plaster Work in which 1 plaster in proportion of 1:3 and 2nd plaster in the proportion of 1:2 using Cement: Mortar with sponge finishing etc. complete (Note: Before carrying out Plaster work on RCC, required tipping work should be carried out as instructed)	Sq.Mt.	217.00	261485.00
12	2510.00	Cement Plaster 12 mm thick using Cement: Mortar in proportion 1:3 with Niru Finishing curing, etc. Complete	Sq.Mt.	182.00	456820.00
13	51.00	CC work 1:1.5:3 for Column using aggregate of size 10-20 mm, centring, curing, finishing etc. complete (without reinforcement)	Cu.MT	5389.00	274839.00
14	90.00	CC work 1:1.5:3 for RCC slab using aggregate of size 10-20 mm, centring, curing, finishing etc. complete (without reinforcement)	Cu.MT	5168.00	465120.00
15	14.00	CC work 1:1.5:3 for Lintel using aggregate of size 10-20 mm, centring, curing, finishing etc. complete (without reinforcement)	Cu.MT	4968.00	69552.00
16	10.00	CC work 1:1.5:3 for Chhaja using aggregate of size 10-20 mm, centring, curing, finishing etc. complete (without reinforcement)	Cu.MT	5153.00	51530.00
17	11.50	CC work 1:1.5:3 for Stair Case using aggregate of size 10-20 mm, centring, curing, finishing etc. complete (without reinforcement)	Cu.MT	5179.00	59558.50
18	95.00	Filling of Plinth in layers of 0.23 m thick including murrum and sprinkling of water, compaction etc. Complete	Cu.MT	279.00	26505.00
19	26.00	Foundation filling with CC work in proportion of 1:3:6 using 1.5 cm to 2.0 cm aggregate including Ramming, Curing etc.	Cu.MT	3360.00	87360.00

Sr. No.	Qty.	Items	Units.	Rate	Amount
20	1205.00	Apex Color work on Outer side of Wall (Two coats) (with Base Coat)	Sq.Mt.	99.00	119295.00
21	2510.00	Plastic Imulsion Paint (Two coats) (Asian Paint, ICI, Dulux, Nerolac, Berger etc. of approved type) (with Prime Coat)	Sq.Mt.	126.00	316260.00
22	625.00	Supply & fixing of Vitrified flooring work (1st quality)	Sq.Mt.	564.00	352500.00
23	185.00	Supply & Fixing of Glazed tiles (1st Quality) of required size in Cement Roga and joints to be filled with white cement after 12mm rough plaster in proportion of 1:3	Sq.Mt.	426.00	78810.00
24	80.00	Supply & Fixing of Polished of Kota Stone of required size & thickness as instructed to fixed in Platform / Cup Board etc	Sq.Mt.	744.00	59520.00
25	70.00	Supply, Fixing & Polishing for Granite Flooring work 18 mm thick & 200 mm Base of Lime:Mortar in proportion of 1:2	Sq.Mt.	2578.00	180460.00
26	150.00	Fixing of Marbel riser length 0.90-1.45 and 15-20 cm width border etc. as per design with fixing complete	R.mt	386.00	57900.00
27	135.00	Marbel step 25-30 cm width / border / molding as per design with complete fixing	R.mt	468.00	63180.00
28	130.00	Supply & Fixing of Granite Stone (Telephone Black Color) on wall after rough cast Cement Plaster in proportion of 1:3 and fixing grainage in Cement Paste	Sq.Mt.	2502.00	325260.00
29	56.00	Flush Door 25 mm thick with Iron frame for Door & window with polishing / oil painting using company viz. Kitply / Century / Dura /Everest	Sq.Mt.	1787.00	100072.00
30	9.00	Providing & fixing 32mm thick teakwood paneled door with 125×63 mm teakwood frame, partly glazed (6mm thick) and partly paneled with all necessary fixing and oil paint.	Sq.Mt.	5872.00	52848.00

Sr. No.	Qty.	Items	Units.	Rate	Amount
31	115.00	Supply & Fixing of Laminates 1mm of Approved Quality	Sq.Mt.	1148.00	132020.00
32	205.00	Enemal painting on door/window, iron door, iron grill or woodwork two coat	Sq.Mt.	113.00	23165.00
33	2740.00	Iron work as per drawing and instruction including all	Kg.	86.00	235640.00
34	35600.00	Supplying, Cutting, Bedding, Binding and Hooking and binding with wire for RCC work Tor steel TMT round bar including all cost	Kg.	57.00	2029200.00
35	100.00	Numbering on Building / Quarters (Painting work)	Charactor	10.00	1000.00
36	9.00	18 guage collapsible gate with primer & double coat oil paint.	Sq.Mt.	3151.00	28359.00
37	13.00	Providing & fixing FRP door.	Sq.Mt.	4189.00	54457.00
38	495.00	Supply & fixing of Vitrified for skirting work (1st quality) width upto 10 cm	R.Mt.	83.00	41085.00
39	320.00	Supply & Fixing of Broken Glazed (China Mosaic) tiles size 5-6 mm thick of different size and shade (approved crazy pattern) in Cement: Mortar 1:2 and joint filling with White Cement / Coloured Cement including Ramping, Watering, Curing etc. complete	Sq.Mt.	259.00	82880.00
40		Sanitation work			
A	4.00	Uropean type w/c with sit, cover fixing with comp. standard quality	Nos.	1420.00	5680.00
B	12.00	Nahni trape 7.6cm of PVC fitting and fixing	Nos.	224.00	2688.00
C	5.00	White porselin wash bassin 560/410mm Indian make c.i. bracket with fitting cromium platted topes 25cm plastic waste pipe and 12mm pillar cock with comp.	Nos.	1397.00	6985.00
D	6.00	White porselin Laboratory Sink size 60/450/200 mm with supply and fitting.	Nos.	3048.00	18288.00
E	4.00	Flushing Valve Cast Iron Chromium Platted push cock or handle type with flushing supply and fixing	Nos.	690.00	2760.00

Sr. No.	Qty.	Items	Units.	Rate	Amount
F	5.00	Brass wheel valve 25mm dia. fitting with fixing.	Nos.	390.00	1950.00
G	8.00	Cromium plated Brass cock screw down type 15 mm dia. Fitting with fixing.	Nos.	570.00	4560.00
H	2.00	Water Storage Tank of HDPE material cylindrical Vertical Black with closed Top 'SINTEX' brand 2000 Ltr.	Nos.	15400.00	30800.00
I	2.00	White Porselin Urinal with require plastic waste pipe fitting and fixing.	Nos.	1162.00	2324.00
41	320.00	Water Proofing Treatment on Terrace and Wall sides with smooth finishing including material-labour etc. complete	Sq.Mt.	105.00	33600.00
42	60.00	Aluminium Sliding window	Sq.Mt.	4088.00	245280.00
43	430.00	Removing soil	Cu.MT	171.00	73530.00
44	45.00	Fixing teakwood frame & 18 mm plywood shutters on existing selves, 0.8 mm lamination inner side, Alluminium fittings, stopper, lock, paint	Sq.Mt.	4497.00	202365.00
45	140.00	Making cupboard with 18 mm plywood which 6 mm ply back side, 0.8 mm white lamination inner side, fixing approved quality sunmica, hinges, stopper etc. 18 mm thick ply with both side lamination for selves. plywood brands - Kitply, Century, Dura, Everest.	Sq.Mt.	7505.00	1050700.00
46	9.00	Making of table with size of 1.37 X 0.75 x 0.75 with all necessary fitting, fitting lock etc. complete	Sq.Mt.	15542.00	139878.00
47	49.00	L.C work	Cu.MT	1001.10	49053.90
48	50.00	Foundation filling with Rubble Cement Mortar in proportion of 1:6 Cement: Mortar	Cu.MT	1493.00	74650.00
49	21.00	Rubble Plinth massonary work in Cement: Mortar in proportion of 1:6 with Brick Massonary Or Rubble Corner without Cement Pointing	Cu.MT	1513.00	31773.00
50	7.00	Cement Concrete Work for Copping in proportion of 1:2:4 including Foam Work, finishing, curing etc. complete	Cu.MT	4144.00	29008.00

Sr. No.	Qty.	Items	Units.	Rate	Amount
51	180.00	Supply & Fixing of 80 mm M-30 Grade cement concrete rubber mold paving inter locking paving block (Grey colour) after bedding of Bhogavo sand in line and CC on the edge in proportion of 1:2:4 with curing tc. complete	Sq.Mt.	580.00	104400.00
52	27.00	S.S. railing S.S. pipe 304 grade with all fixture & fastening etc. complete	R.Mt.	3290.00	88830.00
53	4.00	H.C work Up to 0.90 mt.Ht.	Nos.	3026.00	12104.00
54	4.00	I.C work (0.30x0.30 mt) with C.I cover	Nos.	1096.00	4384.00
55	30.00	Curtain Work For Door & Window Of Standard Hand loom As per requirement.	Sq.Mt.	470.00	14100.00
				Total	11340668.24
		Add: - Electrification 5.00%			567033.41
		Add: - Plumbing 3.00%			340220.05
				Total	12247921.69
				Say	12248000.00

Addl.Asstt.Er  
Rajkot Muni. Corporation

Dy.Ex.Engineer  
Rajkot Muni. Corporation

Addl. City Engineer  
Rajkot Muni. Corporation

I/We agree to carry out the above said work at \_\_\_\_\_  
\_\_\_\_\_ % Equal / above / below  
on the tendered rates shown in Schedule.

Signature of Contractor: